

1 AGREEMENT

2 BETWEEN

3 COUNTY OF ORANGE

4 AND

5 CITY OF WESTMINSTER

6 AND

7 ~~ABRAZAR, INC.~~

8 ~~AND~~

9 ~~BOYS AND GIRLS CLUB OF WESTMINSTER~~

10 ~~AND~~

11 ~~BOYS TOWN CALIFORNIA~~HUMAN OPTIONS, INC.

12 AND

13 INTERVAL HOUSE

14 ~~AND~~

15 ~~WESTERN YOUTH SERVICES~~

16 FOR THE PROVISION OF

17 FAMILY RESOURCE CENTER AND FAMILY STABILIZATION SERVICES ~~PROMOTING~~

18 ~~SAFE AND STABLE FAMILIES~~

19
20 ~~THIS~~This AGREEMENT, entered into this 1st day of July ~~1, 2015, 2020~~, which date is
21 particularized for purpose of reference only, is by and between the COUNTY OF ORANGE,
22 hereinafter referred to as "COUNTY," and City of Westminster, a California municipal agency;
23 ~~Abrazar~~Human Options, Inc., a California non-profit corporation; ~~Boys and Girls Club of~~
24 ~~Westminster, a California non-profit corporation; Boys Town California, Inc., a California non-profit~~
25 ~~corporation;~~and Interval House, a California non-profit corporation; ~~and Western Youth Services,~~
26 ~~a California non-profit corporation;~~ hereinafter collectively referred to as "WESTMINSTER
27 FAMILY RESOURCE CENTER" or "CONTRACTOR." City of Westminster, ~~Abrazar~~Human
28 Options, Inc., ~~Boys and Girls Club of Westminster, Boys Town California, Inc.,~~ Interval House, ~~and~~

1 ~~Western Youth Services~~, may each also be referred to as “Contractor Partner Agencies.” This
2 Agreement shall be administered by the County of Orange Social Services Agency Director or
3 designee, hereinafter referred to as “ADMINISTRATOR.”
4

5 WITNESSETH:

6
7 ~~WHEREAS, Federal legislation has provided funding under the Promoting Safe and Stable~~
8 ~~Families Program (formerly known as the "Family Preservation and Support Program" and~~
9 ~~currently known in the COUNTY as Families and Communities Together [FaCT] Program) and~~
10 ~~other funding sources for the provision of services intended to maintain the safety of children in~~
11 ~~their homes, help families through crises that might lead to the removal of children from their~~
12 ~~homes or speed the return of children to their homes, alleviate stress and promote parental~~
13 ~~competencies; and~~

14 WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of
15 ~~services Promoting Safe and Stable Families~~Family Resource Center and Family Stabilization
16 Services in Orange County; and;

17 ~~WHEREAS, CONTRACTOR agrees to render such services on the terms and conditions~~
18 ~~hereinafter set forth;~~

19 WHEREAS, such services are authorized and provided ~~for~~ pursuant to the Adoptions and
20 Safe Families Act of 1997 (Public Law 105-89), California Welfare and Institutions Code Sections
21 16600-16605, All County ~~Letters~~Letter (ACL) No. 01-20, ACL No. 03-12, ACL No. 14.12, and
22 the Child and Family Services Improvement and Innovation Act; and

23 ~~NOW, THEREFORE, IT IS MUTUALLY~~WHEREAS, CONTRACTOR agrees to render
24 such services on the terms and conditions hereinafter set forth:

25 ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

26 ///
27 ///
28 ///

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Exhibit A

1. POPULATION TO BE SERVED ~~11~~

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~~TRAININGS:~~ 25

~~14. 13. BUDGET~~ 25

15. 14. STAFF 3527

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1. TERM

The term of this Agreement shall commence on July 1, ~~2015~~2020, and terminate on June 30, ~~2020~~2023, unless earlier terminated pursuant to the provisions of Paragraph 43 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting.

2. ALTERATION OF TERMS

2.1 This Agreement, including any Exhibit(s) attached hereto and incorporated by reference, fully expresses all understandings of the parties and is the total Agreement between the parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, ~~by the parties, their officers, agents, or employees, shall be valid~~are valid or binding unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

2.2 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the Agreement.

3. STATUS OF CONTRACTOR

3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor, and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment.

3.2 CONTRACTOR, its agents, and employees ~~and volunteers~~ shall not be entitled to any rights and/or privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

~~##~~

4. DESCRIPTION OF SERVICES, ~~STAFFING~~

1 4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and
 2 supplies, as described in Exhibit "A" to the Agreement between County of Orange and
 3 Westminster Family Resource Center (FRC), for the Provision of ~~Services Promoting Safe and~~
 4 ~~Stable Families~~ Family Resource Center and Family Stabilization Services, attached hereto and
 5 incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term
 6 of this Agreement with the number and type of staff described and as required for provision of
 7 services hereunder.

8 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require
 9 changes in staffing allocations to reflect current workload demands or service needs as long as
 10 COUNTY's maximum obligation, as set forth in this Agreement, is not exceeded.

11 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate
 12 staff to attend an orientation session and subsequent training sessions given by COUNTY.

13 5. LICENSES AND STANDARDS

14 5.1 CONTRACTOR warrants that it ~~has~~ and its personnel, described in Paragraph 28 of
 15 this Agreement, who are subject to individual registration and/or licensing requirements, have all
 16 necessary licenses and permits required by the laws of the United States, State of California;
 17 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental
 18 agencies to perform the services described in this Agreement, and agrees to maintain, and require
 19 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.
 20 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with
 21 such laws and licensure requirements, including, without limitation, compliance with laws
 22 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify
 23 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.,
 24 becoming expired, inactive, etc.).

25 5.2 In the performance of this Agreement, CONTRACTOR shall comply, ~~unless~~
 26 ~~waived in whole or in part by ADMINISTRATOR~~, with all applicable provisions of the California
 27 Welfare and Institutions Code (WIC); Title 45 of the Code of Federal Regulations (CFR); ~~Federal~~
 28 ~~Office of Management and Budget (OMB) Circulars A-21, A-122, and A-87~~ implementing

1 [regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and](#)
 2 [Audit Requirements for Federal Awards](#); Title 48 CFR Section 31.2; and all applicable laws and
 3 regulations of the United States, State of California, County of Orange, [and County of Orange](#)
 4 Social Services Agency, and all administrative regulations, rules, and policies adopted thereunder,
 5 as each and all may now exist or be hereafter amended.

6 5.2.1 For ~~Federally~~[federally](#) funded Agreements in the amount of \$25,000 or
 7 more, CONTRACTOR certifies that its officers and/or principals are not debarred or suspended
 8 from ~~Federal~~[federal](#) financial assistance programs and/or activities.

9 5.3 CONTRACTOR shall cooperate with the California Department of Social Services
 10 (CDSS) on the implementation, monitoring, and evaluation of the State's Child Abuse and Neglect
 11 Prevention and Intervention Program, and shall comply, to the mutual satisfaction of COUNTY
 12 and CDSS, with any and all reporting and evaluation requirements established by CDSS.

13 6. DELEGATION AND ASSIGNMENT/~~SUBCONTRACTS~~[CHANGE OF OWNERSHIP](#)

14 6.1 Delegation and Assignment:

15 6.1.1 In the performance of this Agreement, CONTRACTOR may neither
 16 delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior
 17 written consent of COUNTY. Any attempted delegation or assignment without prior written
 18 consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of
 19 CONTRACTOR, or any change in the corporate structure, the governing body, or the management
 20 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of
 21 benefits under the terms of this Agreement requiring COUNTY approval.

22 ~~6.2 — Subcontracts:~~

23 [6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the](#)
 24 [event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY](#)
 25 [for the provision of services under the Agreement.](#)

26 6.2 Change of Ownership

27 [CONTRACTOR agrees that if there is a change or transfer in ownership of](#)
 28 [CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an](#)

assignment of the Agreement, the new owners shall be required, under the terms of sale or other instruments of transfer, to assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to the satisfaction of COUNTY.

///

///

7. SUBCONTRACTS

~~6.3.1~~7.1 CONTRACTOR shall not subcontract for services under this Agreement without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may require.

~~6.3.1~~7.1.1 Subcontracts of ~~\$2550,000~~ or less:

~~6.3.1.1~~7.1.1.1 CONTRACTOR shall develop a standard form Purchase Order, subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services by CONTRACTOR when the cumulative total cost of the services to be provided by any organization is anticipated to be ~~twenty-five~~fifty thousand dollars (~~\$2550,000~~) or less during the term of this Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of providing services or the usual and customary charges established by the organization(s) providing the services.

~~6.3.2~~7.1.2 Subcontracts in excess of ~~\$2550,000~~:

~~6.3.2.1~~7.1.2.1 CONTRACTOR shall develop and submit for approval to ADMINISTRATOR a system for the procurement of subcontracts with any organization in which the total cumulative cost of services provided by any single organization is anticipated to exceed ~~twenty-five~~fifty thousand dollars (~~\$2550,000~~) during the term of this Agreement. CONTRACTOR's proposed procurement system shall take into consideration such factors as: degree of price competition; pricing policies and techniques; experience and quality of service; methods of evaluating subcontractor responsibility; relationship of subcontractor to

1 CONTRACTOR; and planning, award, and post-award management of subcontracts, including
 2 internal audit procedures and monitoring of subcontractor's performance until completion of
 3 services.

4 ~~6.3.2.2~~7.1.2.2 Upon ADMINISTRATOR's approval of CONTRACTOR's
 5 proposed procurement system, CONTRACTOR shall comply with such procurement system in
 6 obtaining subcontracts with a total cost in excess of ~~twenty-five~~fifty thousand dollars (\$~~25~~50,000)
 7 during the term of this Agreement. In addition, CONTRACTOR shall obtain
 8 ADMINISTRATOR's written consent prior to entering into a subcontract with any organization
 9 when the total cumulative cost of services to be provided by that organization is anticipated to
 10 exceed ~~twenty-five~~fifty thousand dollars (\$~~25~~50,000) during the term of this Agreement.

11 ~~6.3.2.3~~7.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and
 12 maintain accurate and complete financial records related to services provided under the terms of
 13 this Agreement. Such records may be subject to the satisfaction of ADMINISTRATOR, and to
 14 the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or
 15 until any pending audit is completed.

16 7.8. FORM OF BUSINESS ORGANIZATION ~~AND REAL PROPERTY~~
 17 DISCLOSURE/NAME CHANGE

18 7.1.1~~8.1~~8.1.1 Form of Business Organization:

19 Upon the request of ADMINISTRATOR, CONTRACTOR shall prepare and
 20 submit, within thirty (30) days thereafter, an affidavit executed by persons satisfactory to
 21 ADMINISTRATOR, containing, but not limited to, the following information:

22 ~~7.1.1~~8.1.1 The form of CONTRACTOR's business organization, i.e.,
 23 proprietorship, partnership, corporation, etc.

24 ~~7.1.2~~8.1.2 A detailed statement indicating the relationship of CONTRACTOR,
 25 by way of ownership or otherwise, to any parent organization or individual.

26 ~~7.1.3~~8.1.3 A detailed statement indicating the relationship of CONTRACTOR
 27 to any subsidiary business organization or to any individual who may be providing services,
 28 supplies, material, or equipment to CONTRACTOR or in any manner does business with

1 CONTRACTOR under this Agreement.

2 ##

3 7.28.2 Change in Form of Business Organization:

4 If, during the term of this Agreement, the form of CONTRACTOR's business
 5 organization changes, or the ownership of CONTRACTOR changes, or ~~CONTRACTOR's~~
 6 ~~relationship to~~when changes occur between CONTRACTOR and other businesses ~~dealing with~~
 7 ~~CONTRACTOR under~~that could impact services provided through this Agreement ~~changes,~~
 8 CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such changes. A
 9 change in the form of business organization may, at COUNTY's sole discretion, be treated as an
 10 attempted assignment of rights or delegation of duties of this Agreement.

11 ~~7.3 — Real Property Disclosure:~~

12 8.3 Name Change

13 CONTRACTOR must notify COUNTY, in writing, of any change in
 14 CONTRACTOR's status with respect to name changes that do not require an assignment of the
 15 Agreement. While CONTRACTOR is ~~occupying any real property under any agreement, oral or~~
 16 ~~written, where persons are to receive services hereunder, CONTRACTOR shall submit the~~
 17 ~~following~~required to provide name change information ~~in addition to a copy of~~ without prompting
 18 from the ~~lease, license or rental agreement, as well as any other information requested,~~
 19 ~~prior~~COUNTY, CONTRACTOR must also provide an update to the provision of COUNTY of its
 20 status upon request by COUNTY.

21 9. USE OF COUNTY PROPERTY

22 7.49.1 CONTRACTOR shall be co-located with COUNTY staff, at a COUNTY facility,
 23 to provide services under this Agreement: CONTRACTOR shall enter into a rent-free lease
 24 agreement with ADMINISTRATOR for the co-location and shall execute all terms and conditions
 25 of said agreement upon ADMINISTRATOR'S presentation of said document to CONTRACTOR.
 26 Failure to execute the lease agreement will result in a breach of this Agreement.

27 ~~7.4.1 — The location by street address and city of any such real property.~~

28 ~~7.4.2 — The fair market value of any such real property as such value is reflected~~

1 ~~on the most recently issued County Tax Collector's tax bill.~~

2 ~~7.4.3 — A detailed description of all existing and pending agreements, with~~
3 ~~respect to the use or occupation of any such real property. Such description shall include, but not~~
4 ~~be limited to:~~

5 ~~7.4.3.1 — The term duration of any rental, lease or license agreement;~~

6 ~~7.4.3.2 — The amount of monetary consideration to be paid to the lessor~~
7 ~~or licensor over the term of the rental, lease or license agreement;~~

8 ~~7.4.3.3 — The type and dollar value of any other consideration to be paid~~
9 ~~to the lessor or licensor; and~~

10 ~~7.4.3.4 — The full names and addresses of all parties to any agreement~~
11 ~~concerning the real property and a listing of liens (if any) thereof, together with a listing by full~~
12 ~~names and addresses of all officers, directors and stockholders of any private corporation, and a~~
13 ~~similar listing of all general and limited partners of any partnership which is a party.~~

14 ~~7.4.4 — A listing by full names of all of CONTRACTOR's officers, directors~~
15 ~~and/or partners, members of its administrative and advisory boards, staff and consultants, who~~
16 ~~have any family relationship by marriage or blood with a party to any agreement concerning real~~
17 ~~property referred to in Subparagraph 7.3.3, immediately above, or who have any present or future~~
18 ~~financial interest in such person's business, whether the entity concerned is a corporation or~~
19 ~~partnership. Such listing shall also include the full names of all of CONTRACTOR's officers,~~
20 ~~directors, partners and those holding a financial interest. Included are members of its advisory~~
21 ~~boards, members of its staff and consultants, who have any family relationship by marriage or~~
22 ~~blood to an officer, director, or stockholder of the corporation or to any partner of the partnership.~~
23 ~~In preparing the latter listing, CONTRACTOR shall also indicate the names of the officers,~~
24 ~~directors, stockholders, or partner(s), as appropriate, and the family relationship which exists~~
25 ~~between such person(s) and CONTRACTOR's representatives listed.~~

26 ~~7.4.5 — True and correct copies of all agreements with respect to any such real~~
27 ~~property shall be appended to the documentation described above and made a part thereof. If,~~
28 ~~during the term of this Agreement, there is a change in the agreement(s) with respect to real~~

~~property where persons receive services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, describing such changes.~~

~~##~~

9.2 CONTRACTOR is responsible for any costs associated with Fair Employment and Housing Act and Americans with Disabilities Act accommodations for its own employees at COUNTY facilities. COUNTY may, in its sole discretion and on a case-by-case basis, provide for such accommodations at no cost to CONTRACTOR.

8.10. NON-DISCRIMINATION

~~8.10.1~~ 8.10.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable ~~Federal~~ federal or State laws.

~~8.2~~ ~~CONTRACTOR shall develop an Affirmative Action Program Plan which meets the lawful and applicable requirements of the U.S. Department of Health and Human Services.~~

~~8.3~~ 10.2 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph ~~8.10~~ 8.10 et seq.

10.3 Non-Discrimination in Employment

~~8.3.1~~ 10.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

~~8.4~~ ~~Non-Discrimination in Employment:~~

~~8.4.1~~ 10.3.2 All solicitations or advertisements for employees placed by or on

1 behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for
 2 employment without regard to race, religious creed, color, national origin, ancestry, physical
 3 disability, mental disability, medical condition, genetic information, marital status, sex, gender,
 4 gender identity, gender expression, age, sexual orientation, military and veteran status, or any other
 5 protected group, in accordance with the requirements of all applicable ~~Federal~~[federal](#) or State laws.
 6 Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous
 7 place for employees and job applicants.

8 ~~8.4.2~~[10.3.3](#) CONTRACTOR shall refer any and all employees desirous of filing
 9 a formal discrimination complaint to:

10 _____ California Department of ~~Social Services~~[Fair Employment](#)

11 ~~Public Inquiry and Response Bureau~~

12 ~~P.O. Box 944243, M.S. 8-3-23~~

13 ~~Sacramento~~ _____ [2218 Kausen Drive, Suite 100](#)

14 _____ [Elk Grove, CA 94244-2430](#)[95758](#)

15 Telephone: (800) ~~952-5253~~[884-1684](#)

16 _____ (800) ~~952-8349 (For the hard of hearing)~~[700-2320](#)

17 [\(TTY\)](#)

18 ~~8.5~~[10.4](#) Non-Discrimination in Service Delivery:

19 ~~8.5.1~~[10.4.1](#) CONTRACTOR shall comply with Titles VI and VII of the Civil
 20 Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the
 21 Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in
 22 particular ~~Section 7~~ [CFR section 272.6](#); Title II of the Americans with Disabilities Act of 1990, [as](#)
 23 [amended](#); California Civil Code Section 51 et seq., as amended; California Government Code
 24 (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h)~~(+)~~, (i), and (j); CGC
 25 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; ~~Title 24,~~
 26 ~~CCR Section 3105A(e)~~; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-
 27 7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other
 28 applicable ~~Federal~~[federal](#) and State laws, as well as their implementing regulations (including Title

1 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law
 2 pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each
 3 may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative
 4 methods or procedures which would have a discriminatory effect or which would violate the CDSS
 5 Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations
 6 of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in
 7 accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the
 8 issue may be referred to the appropriate ~~Federal~~federal agency for further compliance action and
 9 enforcement of Subparagraph 10.4 et seq.

10 ~~8.5.2~~10.4.2 CONTRACTOR shall provide any and all clients desirous of filing
 11 a formal complaint any and all information as appropriate:

12 ~~8.5.2.1~~10.4.2.1 Pamphlet: "Your Rights Under California Welfare
 13 Programs" (PUB 13)

14 ~~8.5.2.2~~10.4.2.2 Discrimination Complaint Form

15 ~~8.5.2.3~~10.4.2.3 Civil Rights Contacts:

16 County Civil Rights Contact:

17 Orange County Social Services Agency

18 Program Integrity

19 Attn: Civil Rights Coordinator

20 P.O. Box 22001

21 Santa Ana, CA 92702-2001

22 Telephone: (714) 438-8877

23 State Civil Rights Contact:

24 California Department of Social Services

25 Civil Rights Bureau

26 P.O. Box 944243, M.S. 15-70

27 Sacramento, CA 94244-2430

28 Federal Civil Rights Contact:

U.S. Department of Health and Human Services
Office of Civil Rights
50 U.N. Plaza, Room 322
San Francisco, CA 94102

10.4.3 The following websites provide Civil Rights information, publications and/or forms:

10.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470.pdf> (*Pub 470 - Your rights Under Adult Protective Services*)

10.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program> (*Pub 13 – Your Rights Under California Welfare Programs*)

10.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply> (*SSA Contractor and Vendor Compliance page*)

9.11. NOTICES

~~9.11.1~~ 11.1 All notices, requests, claims, correspondence, reports, ~~and/or~~ statements authorized or required by this Agreement, and/or other communications shall be addressed as follows:

COUNTY: County of Orange Social Services Agency
~~Contract~~ Contracts and Procurement Services
500 N. State College Blvd., Suite 100
Orange, CA 92868-1600

CONTRACTOR: Westminster Family Resource Center
c/o City of Westminster
~~7200 Plaza Street~~
8200 Westminster Blvd.
Westminster, CA 92683
~~Westminster, CA 92683~~

~~9.2~~ 11.2 All notices shall be deemed effective when in writing and deposited in the

1 United States mail, first class, postage prepaid and addressed as above. Any communications,
 2 including notices, requests, claims, correspondence, reports, and/or statements authorized or
 3 required by this Agreement addressed in any other fashion shall be deemed not given.
 4 ~~ADMINISTRATOR and CONTRACTOR~~ The parties each may ~~mutually agree~~ designate by
 5 written notice from time to time, in the manner aforesaid, any change in the ~~addresses~~ address to
 6 which notices ~~are sent. This agreement~~ must be ~~in writing~~ sent.

7 ~~10.12.~~ 12. NOTICE OF DELAYS

8 Except as otherwise provided under this Agreement, when either party has knowledge that
 9 any actual or potential situation is delaying or threatens to delay the timely performance of this
 10 Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant
 11 information with respect thereto, to the other party.

12 ~~##~~

13 ~~##~~

14 ~~11.13.~~ 13. INDEMNIFICATION

15 ~~11.13.1~~ 13.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
 16 writing by COUNTY, and hold U.S. Department of Health and Human Services, the State,
 17 COUNTY, and their elected and appointed officials, officers, employees, agents, and those special
 18 districts and agencies which COUNTY's Board of Supervisors acts as the governing Board
 19 ("COUNTY INDEMNITEES") harmless from any claims, demands, or liability of any kind or
 20 nature, including, but not limited to, personal injury or property damage, arising from or related to
 21 the services, products, or other performance provided by CONTRACTOR pursuant to this
 22 Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of
 23 competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY
 24 INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as
 25 determined by the court. Neither party shall request a jury apportionment.

26 ~~12.14.~~ 14. INSURANCE

27 14.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to
 28 purchase all required insurance at CONTRACTOR's expense ~~and to deposit with~~

1 ~~ADMINISTRATOR Certificates of Insurance~~, including all endorsements required herein,
 2 necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied
 3 with, ~~and~~. CONTRACTOR agrees to keep such insurance coverage ~~and the certificates therefore~~,
 4 Certificates of Insurance and endorsements on deposit with ADMINISTRATOR during the entire
 5 term of this Agreement. ~~Contractor~~In addition, all subcontractors performing work on behalf of
 6 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and
 7 conditions as set forth herein for CONTRACTOR.

8 ~~12.1~~14.2 CONTRACTOR shall ensure that all subcontractors performing work on
 9 behalf of ~~Contractor~~CONTRACTOR pursuant to this ~~agreement~~Agreement shall be covered under
 10 ~~Contractor's~~CONTRACTOR's insurance as an Additional Insured or maintain insurance subject
 11 to the same terms and conditions as set forth herein for ~~Contractor~~. ~~Contractor~~CONTRACTOR.
 12 CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level
 13 of coverage required by ~~County~~COUNTY from ~~Contractor~~CONTRACTOR under this
 14 ~~agreement~~Agreement. It is the obligation of ~~Contractor~~CONTRACTOR to provide notice of the
 15 insurance requirements to every subcontractor and to receive proof of insurance prior to allowing
 16 any subcontractor to begin work. Such proof of insurance must be maintained by
 17 ~~Contractor~~CONTRACTOR through the entirety of this ~~agreement~~Agreement for inspection by
 18 ~~County~~COUNTY representative(s) at any reasonable time.

19 ~~12.2~~ ~~CONTRACTOR shall ensure that all subcontractors performing work on behalf of~~
 20 ~~CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and~~
 21 ~~conditions as set forth herein for CONTRACTOR.~~

22 ~~12.3~~14.3 All self-insured retentions (SIRs) ~~and deductibles~~ shall be clearly stated on
 23 the Certificate of Insurance. ~~If no SIRs or deductibles apply, indicate this on the Certificate of~~
 24 ~~Insurance with a zero (0) by the appropriate line of coverage.~~ Any self-insured retention (SIR or
 25 deductible) in an amount in excess of \$25 fifty thousand dollars (\$50,000 ~~(\$5,000 for automobile~~
 26 ~~liability),~~) shall specifically be approved by the ~~County Executive Office (CEO)/Office of~~
 27 COUNTY's Risk ManagementManager, or designee, upon review of
 28 ~~Contractor's~~CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is

1 approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity
2 provision(s) in the Agreement, agrees to all of the following:

3 14.3.1 In addition to the duty to indemnify and hold COUNTY harmless against
4 any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,
5 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend
6 COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against
7 same; and

8 14.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and
9 irrespective of any duty to indemnify or hold harmless; and

10 14.3.3 The provisions of California Civil Code Section 2860 shall apply to any
11 and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR
12 provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the
13 insured.

14 ~~12.4~~14.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
15 the full term of this Agreement, COUNTY may terminate this Agreement.

16 ~~12.5~~14.5 Qualified Insurer:

17 ~~12.5.1~~14.5.1 The policy or policies of insurance ~~required herein~~ must be issued
18 by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size
19 Category as determined by the most current edition of the Best's Key Rating Guide/Property-
20 Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be
21 licensed to do business in the state of California (California Admitted Carrier~~);~~).

22 ~~12.6~~14.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the
23 CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of
24 the company's performance and financial ratings.

25 ~~12.7~~14.7 The policy or policies of insurance maintained by CONTRACTOR shall
26 provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>	<u>Responsible Contractor</u> <u>Partner Agencies</u>
-----------------	-----------------------	--

1	Commercial General Liability	\$1,000,000 per occurrence	City of Westminster; (City); Abrazar ; <u>Human</u>
2		\$2,000,000 aggregate	<u>Options</u> , Inc. (Abrazar);
3			Boys and Girls Club of
4			Westminster (B&GCW);
5			Boys Town California,
6	Automobile Liability, including	\$1,000,000 per	Inc. (BTC); <u>(HO)</u> , Interval
7	coverage for owned, non-owned, and hired vehicles	occurrence	House (IH); and Western
8			Youth Services (WYS)
9	Workers' Compensation	Statutory	City, Abrazar, B&GCW,
10	Employer's Liability Insurance	\$1,000,000 per	<u>BTCHO</u> , IH, WYS
11	Professional Liability Insurance	\$1,000,000 per claims	City, Abrazar, B&GCW,
12		made or per occurrence	<u>BTCHO</u> , IH, WYS
13		\$1,000,000 aggregate	Abrazar, WYS <u>City, HO,</u>
14	Sexual Misconduct Liability	\$1,000,000 per	<u>IH</u>
15		occurrence	City, Abrazar, B&GCW,
16			<u>BTCHO</u> , IH, WYS

~~12.8~~14.8 Required Coverage Forms:

~~12.8.1~~14.8.1 Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

~~12.8.2~~14.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

##

~~12.9~~14.9 Required Endorsements:

~~12.9.1~~14.9.1 Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

~~12.9.1.1~~14.9.1.1 An Additional Insured endorsement using ISO form CG ~~2010 or CG 2033~~20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, agents and employees, ~~agents~~ as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

1 ~~12.9.1.2~~14.9.1.2 A primary non-contributing endorsement using ISO
 2 form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is
 3 primary and any insurance or self-insurance maintained by the County of Orange shall be excess
 4 and non-contributing.

5 14.10 The Workers' Compensation policy shall contain a waiver of subrogation
 6 endorsement waiving all rights of subrogation against the County of Orange, its elected and
 7 appointed officials, officers, agents and employees or provide blanket coverage, which will state
 8 AS REQUIRED BY WRITTEN CONTRACT.

9 ~~12.10~~14.11 All insurance policies required by this Agreement shall waive all rights of
 10 subrogation against the County of Orange, its elected and appointed officials, officers, agents and
 11 employees when acting within the scope of their appointment or employment.

12 ~~12.11~~14.12 ~~Contractor~~CONTRACTOR shall notify ~~County~~COUNTY in writing within
 13 thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and
 14 provide a copy of the cancellation notice to ~~County~~COUNTY. Failure to provide written notice
 15 of cancellation may constitute a material breach of the contract, upon which the ~~County~~COUNTY
 16 may suspend or terminate this Agreement.

17 ~~12.12~~14.13 If CONTRACTOR's Professional Liability policy is a "claims made"
 18 policy, CONTRACTOR shall agree to maintain ~~professional liability~~Professional Liability
 19 coverage for two (2) years following completion of this Agreement.

20 ~~12.13~~14.14 The Commercial General Liability policy shall contain a severability of
 21 interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001
 22 policy).

23 ~~12.14~~14.15 Insurance certificates should be mailed to COUNTY at the address
 24 indicated in Paragraph 11 of this Agreement.

25 ~~12.15~~14.16 If CONTRACTOR fails to provide the insurance certificates and
 26 endorsements within seven (7) days of notification by CEO/County Procurement Office or
 27 ADMINISTRATOR, award may be made to the next qualified proponent.

28 ~~12.16~~14.17 COUNTY expressly retains the right to require CONTRACTOR to increase

1 or decrease insurance of any of the above insurance types throughout the term of this Agreement.
 2 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as
 3 appropriate to adequately protect COUNTY.

4 ~~12.17~~14.18 COUNTY shall notify CONTRACTOR in writing of changes in the
 5 insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of
 6 insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of
 7 receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR,
 8 and COUNTY shall be entitled to all legal remedies.

9 ~~12.18~~14.19 The procuring of such required policy or policies of insurance shall not be
 10 construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification
 11 provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage
 12 and limits available from the insurer.

13 ~~13.15.~~ NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

14 CONTRACTOR shall report to COUNTY, in writing within twenty-four (24) hours of
 15 occurrence, the following:

16 15.1 Any instance in which CONTRACTOR becomes a party to any litigation against
 17 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance
 18 under this Agreement. While CONTRACTOR is required to provide this information without
 19 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,
 20 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

21 ~~13.1~~15.2 Any accident or incident relating to services performed under this
 22 Agreement ~~which~~that involves injury or property damage which may result in the filing of a claim
 23 or lawsuit against CONTRACTOR and/or COUNTY. ~~Such report shall be made in writing within~~
 24 ~~twenty-four (24) hours of occurrence.~~

25 ~~13.2~~15.3 Any third party claim or lawsuit filed against CONTRACTOR arising from
 26 or ~~related~~relating to services performed by CONTRACTOR under this Agreement. ~~Such report~~
 27 ~~shall be submitted to COUNTY within twenty-four (24) hours of occurrence.~~

28 ~~13.3~~15.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY

1 property. ~~Such report shall be submitted to COUNTY within twenty four (24) hours of~~
 2 ~~occurrence.~~

3 15.5 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of
 4 COUNTY property, monies, or securities entrusted to CONTRACTOR under the term of this
 5 Agreement. ~~Such report shall be submitted to COUNTY within twenty four (24) hours of~~
 6 ~~occurrence~~

7 ~~13.4~~15.6 Any Notice of Contract Breach, or equivalent, received from any entity for
 8 whom CONTRACTOR is providing the same or similar services, under a written agreement,
 9 regardless of service location or jurisdiction.

10 ~~14.16.~~ CONFLICT OF INTEREST

11 ~~14.1~~—CONTRACTOR shall exercise reasonable care and diligence to prevent any actions
 12 or conditions that could result in a conflict with ~~the best~~COUNTY interests ~~of COUNTY. This.~~
 13 In addition to the CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees,
 14 agents, ~~relatives, and~~ subcontractors, and third parties associated with ~~accomplishing the work~~
 15 ~~hereunder.~~

16 ~~14.2~~16.1 provision of goods and services provided under this Agreement. The
 17 CONTRACTOR's efforts shall include, but not be limited to, establishing ~~precautions to~~
 18 ~~prevent~~rules and procedures preventing its employees ~~or,~~ agents, and subcontractors from ~~making,~~
 19 ~~receiving,~~ providing, or offering gifts, entertainment, payments, loans, or other considerations
 20 which could be deemed to influence or appear to influence ~~individuals to act contrary to~~COUNTY
 21 staff or elected officers in the ~~best interests~~performance of ~~COUNTY~~their duties.

22 16.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of
 23 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,
 24 Agreement performance. While CONTRACTOR will be required to provide this information
 25 without prompting from COUNTY any time there is a change regarding conflict of interest,
 26 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

27 ~~15.17.~~ ANTI-PROSELYTISM PROVISION

28 No funds provided directly to institutions or organizations to provide services and

1 administer programs under Title 42 United States Code (USC) Section ~~604~~604a(a)(1)(A) shall be
2 expended for sectarian worship, instruction, or proselytization, except as otherwise permitted by
3 law.

4 ~~16.~~18. SUPPLANTING GOVERNMENT FUNDS

5 CONTRACTOR shall not supplant any ~~Federal~~federal, State, or COUNTY funds intended
6 for the purposes of this Agreement with any funds made available under this Agreement.
7 CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from
8 COUNTY with respect to, that portion of its obligations which have been paid by another source
9 of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement,
10 either directly or indirectly, as a contribution or compensation for purposes of obtaining
11 ~~Federal~~federal, State, or COUNTY funds under any ~~Federal~~federal, State, or COUNTY program
12 without prior written approval of ADMINISTRATOR.

13 ~~17.~~19. EQUIPMENT

14 ~~17.1~~19.1 All items purchased with funds provided under this Agreement, or which
15 are furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five
16 thousand dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all
17 Capital Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of
18 Capital Equipment is limited to the performance of this Agreement. Upon the termination of this
19 Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to
20 COUNTY or its representatives, or dispose of them in accordance with the directions of
21 ADMINISTRATOR.

22 CONTRACTOR further agrees to the following:

23 ~~17.1.1~~19.1.1 To maintain all items of Capital Equipment in good working order
24 and condition, normal wear and tear excepted.

25 ~~17.1.2~~19.1.2 To label all items of Capital Equipment, do periodic inventories as
26 required by ADMINISTRATOR, and to maintain an inventory list showing where and how the
27 Capital Equipment is being used, in accordance with procedures developed by
28 ADMINISTRATOR. All such lists shall be submitted to ADMINISTRATOR within ten (10) days

1 of any request therefore.

2 ~~17.1.3~~19.1.3 To report in writing to ADMINISTRATOR immediately after
3 discovery, the loss or theft of any items of Capital Equipment. For stolen items, the local law
4 enforcement agency must be contacted and a copy of the police report submitted to
5 ADMINISTRATOR.

6 ~~17.1.4~~19.1.4 To purchase a policy or policies of insurance covering loss or
7 damage to any and all Capital Equipment purchased under this Agreement, in the amount of the
8 full replacement value thereof, providing protection against the classification of fire, extended
9 coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the
10 parties' interests as they appear.

11 ~~17.2~~19.2 The purchase of any Capital Equipment by CONTRACTOR shall be
12 requested in writing, shall require the prior written approval of ADMINISTRATOR, and shall
13 fulfill the provisions of this Agreement which are appropriate and directly related to
14 CONTRACTOR's service or activity under the terms of this Agreement. COUNTY may refuse
15 reimbursement for any costs resulting from Capital Equipment purchased, which are incurred by
16 CONTRACTOR, if prior written approval has not been obtained from ADMINISTRATOR.

17 ~~17.3~~19.3 Personal Computer Equipment:

18 No ~~personal~~ computers and/or personal electronic devices, such as tablets, ~~smart~~
19 ~~phones~~, and laptop computers, or any component thereof, may be purchased with funds provided
20 under this Agreement, regardless of purchase price, without prior written approval of
21 ADMINISTRATOR. Any such purchase shall be in accordance with specifications provided by
22 ADMINISTRATOR, be subject to the same inventory control conditions specified in
23 Subparagraphs 19.1.1 to 19.1.4, and, at the sole discretion of ADMINISTRATOR, become the
24 property of COUNTY upon termination of this Agreement.

25 ///

26 ///

27 ~~18.20.~~ BREACH SANCTIONS

28 ~~18.1~~20.1 Failure by CONTRACTOR to comply with any of the provisions,

1 covenants, or conditions of this Agreement shall be a material breach of this Agreement. In such
 2 event, ADMINISTRATOR may, and in addition to immediate termination and any other remedies
 3 available at law, in equity, or otherwise specified in this Agreement:

4 ~~18.1.1~~20.1.1 Afford CONTRACTOR a time period within which to cure the
 5 breach, which period shall be established by ADMINISTRATOR; and/or

6 ~~18.1.2~~20.1.2 Discontinue reimbursement to CONTRACTOR for and during the
 7 period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later
 8 recovery; and/or

9 ~~18.1.3~~20.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid
 10 by COUNTY those monies disallowed pursuant to Subparagraph 20.1.2 above.

11 ~~18.2~~20.2 ADMINISTRATOR will give CONTRACTOR written notice of any action
 12 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

13 ~~19.21.~~ DESIGNATED LEAD AGENCY

14 ~~19.1~~21.1 Each of the Contractor Partner Agencies agrees that the City of Westminster
 15 (City) shall serve as the designated lead agent on behalf of the CONTRACTOR, with authority to
 16 present claims to COUNTY on behalf of each of the Contractor Partner Agencies for services
 17 delivered by each of them pursuant to this Agreement. As designated lead agent, the City, shall
 18 receive the claims from each of the other Contractor Partner Agencies on a monthly basis and shall
 19 submit these claims, along with its own monthly claim, pursuant to Paragraph ~~20~~22 herein. Claims
 20 submitted to COUNTY by the designated lead agent shall clearly identify the services that were
 21 performed by Contractor Partner Agencies. Any and all payments to be made by COUNTY
 22 pursuant to this Agreement shall be made payable to the designated lead agent. The designated
 23 lead agent shall thereafter disburse payment as appropriate to the Contractor Partner Agencies.
 24 Each of the Contractor Partner Agencies agrees that COUNTY's disbursement of payment to the
 25 designated lead agent shall satisfy COUNTY's payment obligation under this Agreement.

26 ~~19.2~~21.2 As the designated lead agent, the City shall also be responsible for activities
 27 that include, but are not limited to, the following:

28 ~~19.2.1~~21.2.1 Oversight of FRC services;

~~19.2.2~~ 21.2.2 Employment and supervision of the FRC Coordinator;

~~21.2.3 Facilitating established meetings for~~ Employment and/or oversight of the Information and Referral Specialist;

21.2.4 Employment and/or oversight of the Community Engagement Coordinator;

~~19.2.3~~ 21.2.5 Establishing and facilitating a monthly FRC meeting with Contractor Partner Agencies and ~~generating meeting~~ ensuring meetings minutes are documented;

~~19.2.4~~ 21.2.6 Coordinating a ~~minimum of~~ weekly ~~case management~~ Case Management Team (CMT) meetings;

~~19.2.5~~ 21.2.7 Collecting and maintaining ~~complete~~ all invoice documentation for invoices from Contractor Partner Agencies;

~~19.2.6~~ 21.2.8 Overseeing the collection, maintenance, and management of all FRC data, including outcome measurements from Contractor Partner Agencies;

21.2.9 Maintaining the integrity of the Families and Communities Together (FaCT) database and other reports, as necessary;

~~19.2.7~~ 21.2.10 Generating monthly reports (i.e., Service Grids) and other reports as requested, in accordance with Paragraph 3838 of this Agreement and ~~Exhibit~~ Paragraph 99 of Exhibit A for submission to COUNTY;

21.2.11 Overseeing and submitting to the COUNTY budget/contract modification requests on behalf of the FRC;

~~19.2.8~~ 21.2.12 Reimbursing FaCT-funded Contractor Partner Agencies for FaCT-funded services rendered prior to invoicing COUNTY;

~~19.2.9~~ Generating modification requests on the FRC's behalf for submission to COUNTY;

~~19.2.10~~ 21.2.13 Collecting information from Contractor Partner Agencies Producing, distributing, and ~~generating~~ maintaining a current, monthly FaCT FRC event/activity calendar as directed by ADMINISTRATOR;

~~19.2.11~~ 21.2.14 Coordinating FRC sustainability efforts referenced in Paragraph 12 of Exhibit "A", ~~Subparagraph 11 of this Agreement;~~

~~19.2.12~~21.2.15 ~~Ensuring all Contractor Partner Agencies~~ Ensuring FaCT funded partner organization(s) and/or subcontractor(s) are current on required documentation (e.g., insurance certificates, copies of resumes/applications, independent audits);

~~19.2.13~~21.2.16 Ensuring all ~~Nonnon-FaCT Funded~~ ~~Partner Agencies~~funded partner agency(ies) have a current agreement with the FRC and provide copies of agreements to COUNTY upon request;

~~19.2.14~~21.2.17 Facilitating collaborative activities, services, and programs to ensure effective service delivery;

~~19.2.15~~ ~~Maintaining complete and accurate records of all financial and outcome measurement data for the FRC;~~

21.2.18 Submitting Special Incident Reports to the COUNTY; and

~~19.2.16~~ ~~Attending required FaCT meetings and mandatory trainings; and~~

~~19.2.17~~21.2.19 ~~Maintaining the integrity of the FaCT database and other reports as necessary.~~

~~20.22.~~ PAYMENTS

~~20.122.1~~ Maximum Contractual Obligation:

The maximum obligation of COUNTY under this Agreement shall not exceed the amount of \$1,~~500,000~~162,500, or actual allowable costs, whichever is less. The estimated annual amount of \$300,000 for each twelve (12) month period is as follows:

22.1.1 Year One: \$387,500 for July 1, ~~2015~~2020 through June 30, ~~2016~~; ~~the amount of \$300,000~~2021;

22.1.2 Year Two: \$387,500 for July 1, ~~2016~~2021 through June 30, ~~2017~~; ~~the amount of \$300,000~~2022; and

~~20.1.~~22.1.3 Year Three: \$387,500 for July 1, ~~2017~~2022 through June 30, ~~2018;~~ ~~the amount of \$300,000 for July 1, 2018 through June 30, 2019; and the amount of \$300,000 for July 1, 2019 through June 30, 2020 or actual allowable costs, whichever is less~~2023.

~~20.222.2~~ Allowable Costs:

During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly

1 in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this
 2 Agreement, as defined in ~~OMB Circular A-122~~ Title 2 CFR Part 200, or as approved by
 3 ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR for
 4 anticipated allowable costs that will be incurred by CONTRACTOR for ~~the months of May and~~
 5 ~~June in 2016, 2017, 2018, 2019, and 2020~~ June 2021, during the month of such anticipated
 6 expenditure.

7 ~~20.3.2~~ 22.3 ~~Claims:~~

8 ~~20.3.1~~ 22.3.1 CONTRACTOR shall submit monthly claims to be received by
 9 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses
 10 incurred in the preceding month. In the event the twentieth (20th) calendar day falls on a weekend
 11 or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY
 12 holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday,
 13 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
 14 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

15 ~~20.3.2~~ 22.3.2 All claims must be submitted on a form approved by
 16 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
 17 source documents with the monthly claim, including, inter alia, a monthly statement of services,
 18 general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving
 19 records, some of which may be required to be copied. Source documents that CONTRACTOR
 20 must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller.
 21 CONTRACTOR shall retain all financial records in accordance with Paragraph 27-~~(Records,~~
 22 ~~Inspections, and Audits)~~ of this Agreement.

23 ~~20.3.3~~ 22.3.3 Payments should be released by COUNTY within a reasonable time
 24 period of approximately thirty (30) days after receipt of a correctly completed claim form and
 25 required supporting documentation.

26 ~~20.3.4~~ 22.3.4 ~~Year-End and Final Claims:~~

27 ~~20.3.4.1~~ 22.3.4.1 CONTRACTOR shall submit a final claim for each
 28 COUNTY fiscal year, July 1 through June 30, covered under the term of this Agreement, as stated

1 in Paragraph ~~11~~, by no later than August 30th of each corresponding COUNTY fiscal year.- Claims
 2 received after August 30th of each corresponding COUNTY fiscal year may, at
 3 ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the
 4 date ~~that~~upon which the final claim per each COUNTY fiscal year must be received, upon written
 5 notice to CONTRACTOR.

6 ~~20.3.4.2~~22.3.4.2 The basis for final settlement shall be the actual
 7 allowable costs as defined in Title 45 CFR and ~~OMB Circular A-122 or 482~~ CFR ~~Section 31.2, as~~
 8 ~~applicable, Part 200~~, incurred and paid by CONTRACTOR pursuant to this Agreement; limited,
 9 however, to the maximum obligation of COUNTY. In the event that any overpayment has been
 10 made, COUNTY may offset the amount of the overpayment against the final payment. In the
 11 event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums
 12 within five (5) business days of notice from COUNTY. Nothing herein shall be construed as
 13 limiting the remedies of COUNTY in the event an overpayment has been made.

14 ~~21.23.~~ OVERPAYMENTS

15 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which
 16 CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in accordance with
 17 any applicable regulations and/or policies in effect during the term of this Agreement, or as
 18 established by COUNTY procedure. Any overpayments made by COUNTY which result from a
 19 payment by any other funding source shall be repaid, at the discretion of ADMINISTRATOR, to
 20 COUNTY or the funding source. Unless earlier repaid, CONTRACTOR shall make repayment
 21 within thirty (30) days after the date of the final audit findings report and prior to any
 22 administrative appeal process. In the event an overpayment owing by CONTRACTOR is collected
 23 from COUNTY by the funding source, then CONTRACTOR shall reimburse COUNTY within
 24 thirty (30) days thereafter and prior to any administrative appeal process. CONTRACTOR agrees
 25 to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this
 26 Paragraph.

27 ~~22.24.~~ OUTSTANDING DEBT

28 CONTRACTOR shall have no outstanding debt with ~~ADMINISTRATOR~~COUNTY, or

1 shall be in the process of resolving outstanding debt to ADMINISTRATOR's satisfaction, prior to
2 entering into and during the term of this Agreement.

3 ~~23.25.~~ FINAL REPORT

4 CONTRACTOR shall complete and submit to ADMINISTRATOR a final report within
5 sixty (60) days after the termination of this Agreement, which shall summarize the activities and
6 services provided by CONTRACTOR during the term of this Agreement. CONTRACTOR and
7 ADMINISTRATOR may mutually agree ~~in writing~~ to modify the date upon which the final report
8 must be submitted. Any agreement must be in writing.

9 ~~24.26.~~ INDEPENDENT AUDIT

10 ~~24.126.1~~ CONTRACTOR shall employ a licensed certified public accountant who
11 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related
12 expenditures during the term of this Agreement in compliance with 31 USC 7501 – 7507, as well
13 as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements,
14 Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to
15 the ~~OMB Circular A-133, Audits~~ forementioned regulations for any year covered during the term
16 of ~~States, Local Governments and Non-Profit Organizations.~~ this Agreement, CONTRACTOR
17 shall provide ADMINISTRATOR an Independent Auditor's Report of CONTRACTOR's
18 financial statements. The audit must be performed in accordance with generally accepted
19 government auditing standards ~~and OMB Circular A-122.~~ CONTRACTOR shall cooperate with
20 COUNTY, State, and/or ~~Federal~~ federal agencies to ensure that corrective action is taken within
21 six (6) months after issuance of all audit reports with regard to audit exceptions.

22 ~~24.226.2~~ It is mutually understood that CONTRACTOR's yearly fiscal cycle covers
23 July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies of
24 organization-wide audits for each of the fiscal cycles corresponding with the term of this
25 Agreement. CONTRACTOR shall provide each audit within fourteen (14) calendar days of
26 CONTRACTOR's receipt. Failure of CONTRACTOR to comply with this Paragraph shall be
27 sufficient cause for ADMINISTRATOR to deny payment under this or any subsequent Agreement
28 with CONTRACTOR until such time as the required audit(s) are provided to ADMINISTRATOR.

ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

~~25.27.~~ RECORDS, INSPECTIONS, AND AUDITS

~~25.1.27.1~~ Financial Records:

~~25.1.1.27.1.1~~ CONTRACTOR shall prepare and maintain accurate and complete financial records. Financial records shall be retained, by CONTRACTOR, for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and ~~Federal~~federal audits are completed, whichever is later.

~~25.1.27.1.2~~ CONTRACTOR shall establish and maintain reasonable accounting, internal control, and financial reporting standards in conformity with generally accepted accounting principles established by the American Institute of Certified Public Accountants and to the satisfaction of ADMINISTRATOR.

~~25.27.2~~ Client Records:

~~25.2.1.27.2.1~~ CONTRACTOR shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

~~25.2.27.2.2~~ All client records related to services CONTRACTOR shall keep all COUNTY data provided under to CONTRACTOR during the term term(s) of this Agreement shall be retained by CONTRACTOR for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and ~~Federal~~federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this Agreement, CONTRACTOR shall relinquish control with respect to ~~client records~~COUNTY data to COUNTY in accordance with Subparagraph ~~43.2.43.2~~ of this Agreement.

~~25.2.3.27.2.3~~ COUNTY may refuse payment for a claim if client records are determined by COUNTY to be incomplete or inaccurate. In the event client records are determined to be incomplete or inaccurate after payment has been made, COUNTY may treat such payment

1 as an overpayment within the provisions of this Agreement.

2 ~~25.3~~27.3 Public Records:

3 ~~With~~To the ~~exception of client records or other records referenced in Paragraph 31,~~
4 ~~entitled Confidentiality~~extent permissible under the law, all records, including, but not limited to,
5 reports, audits, notices, claims, statements, and correspondence, required by this Agreement, may
6 be subject to public disclosure. COUNTY will not be liable for any such disclosure.

7 ##

8 ~~25.4~~27.4 Inspections and Audits:

9 ~~25.4.1~~27.4.1 The U.S. Department of Health and Human Services, Comptroller
10 General of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR,
11 COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized
12 representatives, shall have access to any books, documents, papers, and records, including medical
13 records, of CONTRACTOR which any of them may determine to be pertinent to this Agreement
14 ~~for the purpose of financial monitoring.~~ Further, all the above mentioned persons have the right
15 at all reasonable times to inspect or otherwise evaluate the work performed or being performed
16 under this Agreement and the premises in which it is being performed.

17 ~~25.4.2~~27.4.2 CONTRACTOR shall make its books and ~~financial~~ records
18 available within the borders of Orange County within ten (10) days of receipt of written demand
19 by ADMINISTRATOR.

20 ~~25.4.3~~27.4.3 In the event CONTRACTOR does not make available its books and
21 financial records within the borders of Orange County, CONTRACTOR agrees to pay all
22 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to
23 obtain CONTRACTOR's books and ~~financial~~ records.

24 ~~25.4.4~~27.4.4 CONTRACTOR shall pay to COUNTY the full amount of
25 COUNTY's liability to the State or Federal ~~government~~Government or any agency thereof
26 resulting from any disallowances or other audit exceptions to the extent that such liability is
27 attributable to CONTRACTOR's failure to perform under this Agreement.

28 ~~25.5~~27.5 Evaluation Studies:

1 CONTRACTOR shall participate, as requested by COUNTY, in research and/or
 2 evaluative studies designed to show the effectiveness and/or efficiency of CONTRACTOR's
 3 services or provide information about CONTRACTOR's project.

4 ~~26.28.~~ PERSONNEL DISCLOSURE

5 28.1 This Paragraph 28 applies to all of CONTRACTOR's personnel providing services
 6 through this Agreement, paid and unpaid, including those identified in Paragraph 15 of Exhibit A
 7 (hereinafter referred to as "Personnel").

8 ~~26.1.2~~ 28.2 CONTRACTOR shall make available to ADMINISTRATOR a current list
 9 of all ~~personnel~~ Personnel providing services hereunder, including résumés and job applications.
 10 Changes to the list will be immediately provided to ADMINISTRATOR, in writing, along with a
 11 copy of a résumé and/or job application. The list shall include:

12 ~~26.1.1~~ 28.2.1 Names and dates of birth of all ~~full or part-time personnel~~ Personnel
 13 by title, ~~including volunteer personnel~~, whose direct services are required to provide the programs
 14 described herein;

15 ~~26.1.2~~ 28.2.2 A brief description of the functions of each position and the hours
 16 each person works each week; or for part-time ~~personnel~~ Personnel, each day or month, as
 17 appropriate;

18 ~~26.1.3~~ 28.2.3 The professional degree, if applicable, and experience required for
 19 each position; and

20 ~~26.1.4~~ 28.2.4 The language skill, if applicable, for all ~~personnel~~ Personnel.

21 ~~26.2~~ 28.3 ~~CONTRACTOR's employment applications shall~~ Where authorized by
 22 law, and in a manner consistent with California Government Code §12952, CONTRACTOR shall
 23 require ~~applicants~~ prospective Personnel to provide detailed information regarding the conviction
 24 of a crime, by any court, for offenses other than minor traffic offenses. Information ~~not disclosed~~
 25 ~~in the employment application~~ discovered subsequent to the hiring or promotion of any
 26 ~~applicant~~ prospective Personnel shall be cause for termination ~~of that employee~~ from the
 27 performance of services under this Agreement.

28 28.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,

1 a clearance on the following public websites of the names and dates of birth for all Personnel who
 2 will have direct, interactive contact with clients served through this Agreement: U.S. Department
 3 of Justice National Sex Offender Website (www.nsopw.gov) and Megan’s Law Sex Offender
 4 Registry (www.meganslaw.ca.gov).

5 ~~26.3~~28.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to
 6 COUNTY, a criminal record background check on all Personnel who will have direct, interactive
 7 contact with clients served through this Agreement. Background checks ~~on all employees and/or~~
 8 ~~volunteers who will provide services under this Agreement.~~ conducted through the California
 9 Department of Justice shall include a check of the California Central Child Abuse Index, when
 10 applicable. Candidates will satisfy background checks consistent with ~~and comparable to those~~
 11 ~~required for COUNTY employees~~ this Paragraph and their performance of services under this
 12 Agreement.

13 28.6 CONTRACTOR shall ensure that clearances and background checks described in
 14 Subparagraphs 28.4 and 28.5 are completed prior to CONTRACTOR’s Personnel providing
 15 services under this Agreement.

16 28.7 In the event a record is revealed through the processes described in Subparagraphs
 17 28.4 and 28.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of
 18 Personnel providing services through this Agreement.

19 ~~26.4~~28.8 CONTRACTOR warrants that all ~~persons employed or otherwise~~ Personnel
 20 assigned by CONTRACTOR to provide services under this Agreement have satisfactory past work
 21 records and/or reference checks indicating their ability to perform the required duties and accept
 22 the kind of responsibility anticipated under this Agreement. ~~CONTRACTOR shall maintain~~
 23 records of background investigations and reference checks undertaken and coordinated by
 24 CONTRACTOR for ~~each employee and/or volunteer~~ Personnel assigned to provide services under
 25 this Agreement, for a minimum of five (5) years from the date of final payment under this
 26 Agreement, or until all pending COUNTY, State, and ~~Federal~~ federal audits are completed,
 27 whichever is later, in compliance with all applicable laws.

28 ~~26.5~~28.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning

1 the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any ~~paid~~
 2 ~~employee and/or volunteer staff~~ Personnel performing services under this Agreement, when such
 3 information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether
 4 such ~~employee and/or volunteer~~ Personnel may continue to provide services under this Agreement
 5 and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's
 6 failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this
 7 Agreement, pursuant to Paragraph 20 above.

8 ~~26.6~~28.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's
 9 ~~staff~~ Personnel performing work hereunder, and any proposed changes in CONTRACTOR's
 10 ~~staff~~ Personnel.

11 ~~26.7~~28.11 COUNTY shall have the right to require CONTRACTOR to remove any
 12 ~~employee~~ Personnel from the performance of services under this Agreement. At the request of
 13 COUNTY, CONTRACTOR shall immediately replace said ~~personnel~~ Personnel.

14 ~~26.8~~28.12 CONTRACTOR shall notify COUNTY immediately when ~~staff~~ Personnel
 15 is terminated for cause from working on this Agreement.

16 ~~26.9~~28.13 Disqualification, if any, of CONTRACTOR ~~staff~~ Personnel, pursuant to this
 17 Paragraph ~~26,28~~ shall not relieve CONTRACTOR of its obligation to complete all work in
 18 accordance with the terms and conditions of this Agreement.

19 27.29. EMPLOYMENT ELIGIBILITY VERIFICATION

20 As applicable, CONTRACTOR warrants that it fully complies with all ~~Federal~~ federal and
 21 State statutes and regulations regarding the employment of aliens and others, and that all its
 22 employees performing work under this Agreement meet the citizenship or alien status requirement
 23 set forth in ~~Federal~~ federal statutes and regulations. CONTRACTOR shall obtain, from all
 24 employees performing work hereunder, all verification and other documentation of employment
 25 eligibility status required by ~~Federal~~ federal or State statutes and regulations, including, but not
 26 limited to, the Immigration Reform and Control Act of 1986, Title 8 USC Section 1324 et seq., as
 27 they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such
 28 documentation for all covered employees for the period prescribed by the law. CONTRACTOR

1 shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless,
2 COUNTY, and its agents, officers, and employees from employer sanctions and any other liability
3 which may be assessed against CONTRACTOR or COUNTY or both in connection with any
4 alleged violation of any ~~Federal~~federal or State statutes or regulations pertaining to the eligibility
5 for employment of any persons performing work under this Agreement.

6 ~~28. — ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

7 ~~28.1 — In order to comply with child support enforcement requirements of COUNTY,~~
8 ~~CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of~~
9 ~~this Agreement:~~

10 ~~(a) — in the case of an individual contractor, his/her name, date of birth, Social Security~~
11 ~~number, and residence address;~~

12 ~~(b) — in the case of a contractor doing business in a form other than as an individual, the~~
13 ~~name, date of birth, Social Security number, and residence address of each~~
14 ~~individual who owns an interest of ten percent (10%) or more in the contracting~~
15 ~~entity;~~

16 ~~(c) — a certification that CONTRACTOR has fully complied with all applicable Federal~~
17 ~~and State reporting requirements regarding its employees; and~~

18 ~~(d) — a certification that CONTRACTOR has fully complied with all lawfully served~~
19 ~~Wage and Earnings Assignment Orders and Notices of Assignment, and will~~
20 ~~continue to so comply.~~

21 ~~28.2 — The failure of CONTRACTOR to timely submit the data or certifications required~~
22 ~~by subsections (a), (b), (c), or (d), or to comply with all Federal and State employee reporting~~
23 ~~requirements for child support enforcement or to comply with all lawfully served Wage and~~
24 ~~Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this~~
25 ~~Agreement, and failure to cure such breach within sixty (60) calendar days of notice from~~
26 ~~COUNTY shall constitute grounds for termination of this Agreement.~~

27 ~~28.3 — It is expressly understood that this data will be transmitted to governmental~~
28 ~~agencies charged with the establishment and enforcement of child support orders, and for no other~~

~~purpose.~~

~~29.~~30. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure that all employees, ~~volunteers, consultants, or agents~~agents, subcontractors, and all other individuals performing services under this Agreement report child abuse or neglect to one of the agencies specified in Penal Code Section 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of the agencies specified in WIC Section 15630. CONTRACTOR shall require such ~~employee, volunteer, consultant or agent~~employees, agents, subcontractors, and all other individuals performing services under this Agreement to sign a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set forth in Section 15630 of the WIC, and ~~will~~shall comply with the provisions of these code sections, as they now exist or as they may hereafter be amended.

~~30.~~31. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY

LAW

CONTRACTOR~~—~~ shall notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Orange County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at ~~www.babysafe.ca.gov~~www.babysafe.ca.gov for printing purposes. The information shall be posted in all reception areas where clients are served.

~~31.~~32. CONFIDENTIALITY

~~31.~~32.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

~~31.~~32.2 All records and information concerning any and all persons referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential by CONTRACTOR, ~~and~~ and CONTRACTOR's ~~staff~~employees, agents, ~~employees~~subcontractors,

1 and ~~volunteers~~ all other individuals performing services under this Agreement. CONTRACTOR
 2 shall require all of its employees, agents, subcontractors, and ~~volunteer staff who may provide~~ all
 3 other individuals performing services ~~for CONTRACTOR~~ under this Agreement to sign an
 4 agreement with CONTRACTOR before commencing the provision of any such services, agreeing
 5 to maintain ~~the confidentiality of any and all materials~~ pursuant to State and ~~information with which~~
 6 ~~they may come into contact, or the identities or any identifying characteristics or information with~~
 7 ~~respect to any and all participants referred to CONTRACTOR by COUNTY, except as may be~~
 8 ~~required to provide services under this Agreement or to those specified in~~ federal law and the terms
 9 of this Agreement as having the capacity to audit CONTRACTOR, and as to the latter, only during
 10 ~~such audit. CONTRACTOR shall comply with any audits specified in Paragraph 25, provide~~
 11 ~~reports and any other information required by COUNTY in the administration of this Agreement,~~
 12 ~~and as otherwise permitted by law.~~

13 ~~31.3~~ 32.3 CONTRACTOR shall inform all of its employees, agents, subcontractors,
 14 ~~volunteers and partners~~ and all other individuals performing services under this Agreement of this
 15 provision and that any person violating the provisions of said ~~State~~ California state law may be
 16 guilty of a crime.

17 ~~31.4~~ 32.4 CONTRACTOR agrees that any and all subcontracts entered into shall be
 18 subject to the confidentiality requirements of this Agreement.

19 ~~31.5~~ 32.5 CONTRACTOR agrees to maintain the confidentiality of its records with
 20 respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes,
 21 caselaw, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or
 22 may hereafter be amended.

23 ~~31.5.1~~ 32.5.1 No access, disclosure, or release of information regarding a child
 24 who is the subject of Juvenile Court proceedings shall be permitted except as authorized. If
 25 authorization is in doubt, no such information shall be released without the written approval of a
 26 Judge of the Juvenile Court.

27 ~~31.5.2~~ 32.5.2 CONTRACTOR must receive prior written approval of the Juvenile
 28 Court before allowing any child to be interviewed, photographed, or recorded by any publication

1 or organization, or to appear on any radio, television, or internet broadcast or make any other
2 public appearance. Such approval shall be requested through child's Social Worker.

3 33. SECURITY

4 33.1 Security Requirements

5 33.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and
6 COUNTY-related records and information pursuant to all statutory laws relating to privacy and
7 confidentiality that currently exists or exists at any time during the term of this Agreement.
8 CONTRACTOR represents and warrants that it has implemented and will maintain during the
9 term of this Agreement administrative, physical, and technical safeguards to reasonably protect
10 private and confidential client information, to protect against anticipated threats to the security or
11 integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or
12 use of COUNTY data. Such safeguards and controls shall include at a minimum:

13 33.1.1.1 Storage of confidential paper files that ensures records are
14 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

15 33.1.1.2 Control of access to physical and electronic records to ensure
16 COUNTY data is accessed only by individuals with a need to know for the delivery of contract
17 services.

18 33.1.1.3 Control to prevent unauthorized access and to prevent
19 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

20 33.1.1.4 Firewall protection.

21 33.1.1.5 Use of encryption methods of electronic COUNTY data while
22 in transit from CONTRACTOR networks to external networks, when applicable.

23 33.1.1.6 Measures to securely store all COUNTY data, including, but not
24 be limited to, encryption at rest and multiple levels of authentication and measures to ensure
25 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.
26 CONTRACTOR further represents and warrants that it has implemented and will maintain during
27 the term of this Agreement administrative, technical, and physical safeguards and controls
28 consistent with State and federal security requirements.

1 33.2 Security Breach Notification

2 33.2.1 CONTRACTOR shall have policies and procedures in place for the
3 effective management of Security Breaches, as defined below. In the event of any actual,
4 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR
5 experiences or learns of that either compromises or could reasonably be expected to comprise
6 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data (“Security
7 Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such
8 notification, CONTRACTOR shall, at its own expense, immediately:

9 33.2.1.1 Investigate to determine the nature and extent of the Security
10 Breach.

11 33.2.1.2 Contain the incident by taking necessary action, including, but
12 not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in
13 security.

14 33.2.1.3 Report to COUNTY the nature of the Security Breach, the
15 COUNTY data used or disclosed, the person who made the unauthorized use or received the
16 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect
17 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will
18 take to prevent future similar unauthorized use or disclosure.

19 33.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will
20 determine what actions are necessary in response to the Security Breach and who will perform
21 these actions. Actions may include, but are not limited to: notifications; investigation and
22 remediation costs, including notification of all whose personal information was disclosed; outside
23 investigation; forensics; counsel; crisis management; and credit monitoring. In the event
24 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall
25 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection
26 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally
27 required actions.

28 ~~32.34.~~ COPYRIGHT ACCESS

1 The U.S. Department of Health and Human Services, the CDSS, and COUNTY will have
2 a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use, now and
3 hereafter, all material developed under this Agreement, including those covered by copyright.

4 ~~33-35.~~ WAIVER

5 No delay or omission by either party hereto to exercise any right or power accruing upon
6 any noncompliance or default by the other party with respect to any of the terms of this Agreement
7 shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of
8 the parties hereto of any of the covenants, conditions, or agreements to be performed by the other
9 shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant,
10 condition, or agreement herein contained.

11 ~~34.~~ PETTY CASH

12 ~~CONTRACTOR is authorized to establish a petty cash fund in an amount not to exceed~~
13 ~~one thousand dollars (\$1,000).~~

14 36. SERVICES DURING EMERGENCY AND/OR DISASTER

15 36.1 CONTRACTOR acknowledges that service usage may surge during or after an
16 emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden,
17 urgent, usually unexpected occurrence or event requiring immediate action to protect the health
18 and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in
19 property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as
20 described above may require resources or support beyond the local government's capability and
21 will typically involve a proclamation of a local emergency by the local governing body (e.g., city
22 council, County Board of Supervisors, or State) and may be declared at the federal level by the
23 President of the United States.

24 36.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust
25 service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY
26 identifies as being impacted by emergencies and/or disasters. Time limited adjustments may
27 include, but are not limited to: providing services at different location(s); assigning staff to work
28 days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents

1 (FTEs); reassigning staff to an assignment in which their experience or skill is needed; and
 2 prioritizing services for staff as requested by COUNTY.

3 36.3 CONTRACTOR shall service COUNTY during emergencies and/or declared
 4 disaster under the same terms and conditions that apply during non-emergency/disaster conditions.

5 35.37. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

6 ~~37.1 Information and solicitations, prepared and released by CONTRACTOR,~~
 7 ~~concerning the services provided under this Agreement shall state~~COUNTY owns all rights to the
 8 name, logos, and symbols of COUNTY. The use and/or reproduction of COUNTY's name, logos,
 9 or symbols for any purpose, including commercial advertisement, promotional purposes,
 10 announcements, displays, or press releases, without COUNTY's prior written consent is expressly
 11 prohibited.

12 37.2 CONTRACTOR may develop and publish information related to this Agreement
 13 where all of the following conditions are satisfied:

14 37.2.1 ADMINISTRATOR provides its written approval of the content and
 15 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the
 16 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

17 ~~35.1.1~~37.2.2 Unless directed otherwise by ADMINISTRATOR, the information
 18 includes a statement that the program, wholly or in part, is funded through ~~COUNTY~~County, State,
 19 and Federal ~~government~~Government funds.;

20 ~~35.2~~ ~~CONTRACTOR shall not disclose any details in connection with this Agreement~~
 21 ~~to any person or entity except as may be otherwise provided hereunder or required by law.~~
 22 ~~However, in recognizing CONTRACTOR's need to identify its services and related clients to~~
 23 ~~sustain itself, COUNTY shall not inhibit CONTRACTOR from publishing its role under this~~
 24 ~~Agreement within the following conditions:~~

25 ~~35.2.1~~ ~~CONTRACTOR shall develop all publicity material in a professional~~
 26 ~~manner; and~~

27 ~~35.2.2~~ ~~During the term of this Agreement, CONTRACTOR shall not, and shall~~
 28 ~~not authorize another to, publish or disseminate any commercial advertisements, press releases,~~

1 ~~feature articles, or other materials using the name of COUNTY without the prior written consent~~
2 ~~of COUNTY. COUNTY shall not unreasonably withhold written consent.~~

3 ~~##~~

4 ~~36. COUNTY RESPONSIBILITIES~~

5 ~~ADMINISTRATOR will provide consultation and technical assistance, and will monitor~~
6 ~~performance of CONTRACTOR in meeting the terms of this Agreement.~~

7 ~~37. REFERRALS~~

8 ~~37.1 CONTRACTOR shall provide services to individuals referred by~~
9 ~~ADMINISTRATOR.~~

10 37.2.3 The information does not give the appearance that the COUNTY, its
11 officers, employees, or agencies endorse:

12 37.2.3.1 Any commercial product or service; and

13 37.2.3.2 Any product or service provided by CONTRACTOR, unless
14 approved in writing by ADMINISTRATOR; and

15 37.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,
16 or other publicly available social media sites) to publish information related to this Agreement,
17 CONTRACTOR shall develop social media policies and procedures and have them available to
18 the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy
19 and Procedures as they pertain to any social media developed in support of the services described
20 within this Agreement. The policy is available on the Internet at
21 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

22 38. REPORTS

23 38.1 CONTRACTOR shall provide information deemed necessary by
24 ADMINISTRATOR to complete any State-required reports related to the services provided under
25 this Agreement.

26 38.2 CONTRACTOR shall maintain records and submit reports containing such data
27 and information regarding the performance of CONTRACTOR's services, costs, or other data
28 relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by

1 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon
2 written notice to CONTRACTOR.

3 39. ENERGY EFFICIENCY STANDARDS

4 As applicable, CONTRACTOR shall comply with the mandatory standards and policies
5 relating to energy efficiency in the State Energy Conservation Plan (Title 24, CCR).

6 40. ENVIRONMENTAL PROTECTION STANDARDS

7 CONTRACTOR shall be in compliance with ~~Section 306 of~~ the Clean Air Act [Title 42
8 USC Section ~~1857(h)], Section 508 of~~ 7401 et seq., the Clean Water Act (Title 33 USC Section
9 ~~1368),~~ 1251 et seq., Executive Order 11738 and Environmental Protection Agency, hereinafter
10 referred to as "EPA," regulations (Title 40 CFR ~~Part 15~~), as any may now exist or be hereafter
11 amended. Under these laws and regulations, CONTRACTOR assures that:

12 40.1 No facility to be utilized in the performance of the proposed grant has been listed
13 on the EPA List of Violating Facilities;

14 40.2 It will notify COUNTY prior to award of the receipt of any communication from
15 the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the
16 grant is under consideration to be listed on the EPA List of Violating Facilities; and

17 40.3 It will notify COUNTY and EPA about any known violation of the above laws and
18 regulations.

19 41. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
20 CERTAIN FEDERAL TRANSACTIONS

21 41.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
22 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down
23 by the ~~OMB~~ Office of Management and Budget (OMB) and published in the Federal Register dated
24 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it
25 is mutually understood that any contract which utilizes ~~Federal~~ federal monies in excess of
26 \$100,000 must contain, and CONTRACTOR must certify compliance utilizing a form provided
27 by ADMINISTRATOR that cites the following:

28 41.1.1 ~~A.~~ — The definitions and prohibitions contained in the clause at Federal

1 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal
2 Transactions, included in this solicitation, are hereby incorporated by reference in ~~Paragraph~~
3 ~~(B)~~ Subparagraph B of this certification.

4 41.1.2 ~~B.~~ — The offeror, by signing its offer, hereby certifies to the best of his or
5 her knowledge and belief as of December 23, 1989, that

6 41.1.2.1 No ~~Federal~~ federal appropriated funds have been paid or will be
7 paid to any person for influencing or attempting to influence an officer or employee of any agency,
8 a Member of Congress, an officer or employee of Congress, or an employee of a Member of
9 Congress on his or her behalf in connection with the awarding of any ~~Federal~~ federal contract, the
10 making of any ~~Federal~~ federal grant, the making of any ~~Federal~~ federal loan, the entering into of
11 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification
12 of any ~~Federal~~ federal contract, grant, loan or cooperative agreement;

13 41.1.2.2 If any funds other than ~~Federal~~ federal appropriated funds
14 (including profit or fee received under a covered ~~Federal~~ federal transaction) have been paid, or
15 will be paid, to any person for influencing or attempting to influence an officer or employee of any
16 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member
17 of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and
18 submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the
19 Contracting Officer; and

20 41.1.2.3 He or she will include the language of this certification in all
21 subcontract awards at any tier and require that all recipients of subcontract awards in excess of
22 \$100,000 shall certify and disclose accordingly.

23 41.1.3 ~~C.~~ — Submission of this certification and disclosure is a prerequisite for
24 making or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who
25 makes an expenditure prohibited under this provision or who fails to file or amend the disclosure
26 form to be filed or amended by this provision, shall be subject to a civil penalty of not less than
27 \$10,000, and not more than \$100,000, for each such failure.

28 42. POLITICAL ACTIVITY

1 CONTRACTOR agrees that the funds provided herein shall not be used to promote,
2 directly or indirectly, any political party, political candidate, or political activity, except as
3 permitted by law.

4 43. TERMINATION PROVISIONS

5 43.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately
6 with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice
7 shall be deemed served on the date of mailing. Cause shall include, but not be defined as limited,
8 to any breach of contract, any partial misrepresentation or whether negligent or willful, fraud on
9 the part of CONTRACTOR-, discontinuance of the services for reasons within CONTRACTOR's
10 reasonable control, and repeated or continued violations of COUNTY ordinances unrelated to
11 performance under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful
12 or reckless disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the
13 right to terminate this Agreement shall relieve COUNTY of all further obligations under this
14 Agreement.

15 43.2 ~~Upon termination, or notice thereof,~~ For ninety (90) calendar days prior to the
16 expiration date of this Agreement, or upon notice of termination of this Agreement ("Transition
17 Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of
18 service responsibilities, active case records, and pertinent documents. ~~case records, and pertinent~~
19 documents. The Transition Period may be modified as agreed upon in writing by the parties.
20 During the Transition Period, service and data access shall continue to be made available to
21 COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or
22 transitioning all data in the format determined by COUNTY.

23 43.3 In the event of termination of this Agreement, cessation of business by
24 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide
25 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to
26 promptly provide to COUNTY the COUNTY data if requested to do so on such media as
27 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this
28 Agreement.

1 ~~43.3~~43.4 The obligations of COUNTY under this Agreement are contingent upon the
 2 availability of ~~Federal~~federal and/or State funds, as applicable, for the reimbursement of
 3 CONTRACTOR’s expenditures, and inclusion of sufficient funds for the services hereunder in the
 4 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement
 5 remains in effect or operation. In the event that such funding is terminated or reduced,
 6 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY’s maximum
 7 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR
 8 ~~will~~shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with
 9 written notification of such determination. ~~–~~CONTRACTOR shall immediately comply with
 10 ADMINISTRATOR’s decision.

11 ~~43.4~~43.5 If any term, covenant, condition, or provision of this Agreement or the
 12 application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this
 13 Agreement shall ~~not~~remain in full force and effect and shall in no way be affected, impaired, or
 14 invalidated thereby.

15 44. GOVERNING LAW AND VENUE

16 This Agreement has been negotiated and executed in the State of California and shall be
 17 governed by and construed under the laws of the State of California, without reference to conflict
 18 of law provisions. In the event of any legal action to enforce or interpret this Agreement, the sole
 19 and exclusive venue shall be a court of competent jurisdiction located in Orange County,
 20 California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court,
 21 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree
 22 to waive any and all rights to request that an action be transferred for trial to another county.

23 45. SIGNATURE IN COUNTERPARTS

24 45.1 The parties agree that separate copies of this Agreement may be signed by each of
 25 the parties, and this Agreement will have the same force and effect as if the original had been
 26 signed by all the parties.

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45.2 CONTRACTOR represents and warrants that the person executing this Agreement on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition and obligation of this Agreement and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

///
///

WHEREFORE, the parties hereto have executed this Agreement in the County of Orange, California.

By: _____
— EDDIE MANFRO

By: _____
— CHAIRMAN OF THE

~~— CITY MANAGER
— CITY OF WESTMINSTER~~

~~— BOARD OF SUPERVISORS
— COUNTY OF ORANGE,
CALIFORNIA~~

~~Dated: _____~~

~~Dated: _____~~

~~By: _____
— LORRAYNE LEIGH BELHUMEUR, PH.D.
— CHIEF EXECUTIVE OFFICER
— WESTERN YOUTH SERVICES~~

~~By: _____
— CAROL WILLIAMS
— EXECUTIVE DIRECTOR
— INTERVAL HOUSE~~

~~Dated: _____~~

~~Dated: _____~~

~~SIGNED AND CERTIFIED THAT A COPY OF
THIS
AGREEMENT HAS BEEN DELIVERED TO
THE CHAIR OF THE BOARD PER G.C. Sec.
25103,
Reso 79-1535 ATTEST:~~

~~By: _____
— HELEN ORTEGA
— CHIEF PROFESSIONAL OFFICER
— BOYS & GIRLS CLUB OF
— WESTMINSTER~~

~~By: _____
— ROBIN STIELER
— Interim Clerk of the Board
— County of Orange, California~~

~~Dated: _____~~

~~By: _____
— MARIO ORTEGA
— CHIEF OPERATING OFFICER
— ABRAZAR, INC.~~

~~Dated: _____~~

~~APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA~~

~~Dated: _____~~

~~— LAWREN RAMOS
— EXECUTIVE DIRECTOR
— BOYS TOWN CALIFORNIA, INC.~~

~~By: _____
DEPUTY~~

~~Dated: _____~~

By: _____ By: _____
SHERRY JOHNSON CHAIRWOMAN
INTERIM CITY MANAGER OF THE BOARD OF SUPERVISORS
CITY OF WESTMINSTER COUNTY OF ORANGE, CALIFORNIA

Dated: _____ Dated: _____

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By: _____ By: _____
MARICELA RIOS-FAUST CAROL WILLIAMS
CHIEF EXECUTIVE OFFICER EXECUTIVE DIRECTOR
HUMAN OPTIONS, INC. INTERVAL HOUSE

Dated: _____ Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
ATTEST:

ROBIN STIELER
Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

EXHIBIT A

TO

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

CITY OF WESTMINSTER

AND

~~ABRAZAR, INC.~~

~~AND~~

~~BOYS AND GIRLS CLUB OF WESTMINSTER~~

~~AND~~

~~BOYS TOWN CALIFORNIA~~ HUMAN OPTIONS, INC.

AND

INTERVAL HOUSE

~~AND~~

~~WESTERN YOUTH SERVICES~~

FOR THE PROVISION OF

FAMILY RESOURCE CENTER AND FAMILY STABILIZATION SERVICES ~~PROMOTING SAFE AND STABLE FAMILIES~~

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide Family Resource Center (FRC) services ~~Promoting Safe and Stable Families~~, as contained in Paragraph 5 of this Exhibit, to: -birth, kinship, blended, adoptive, and ~~foster families~~ Resource Families with children, ages birth to eighteen (0-18) years, who are at risk ~~and/of~~ or are experiencing child abuse and ~~or~~ neglect; families who are living in poverty or suffering economic ~~hardships~~ hardship, domestic violence, unemployment, teen pregnancy, and unhealthy parenting; families involved with and/or receiving child welfare

1 services, ~~including families in the family reunification and/or adoption process; homeless families,~~
 2 ~~unaccompanied homeless youth, and those at risk of homelessness;~~ non-minor dependents ages
 3 eighteen ~~through (18) to~~ twenty-one ~~(18-21),) years old,~~ who are being served by child welfare or
 4 probation agencies and who are under the jurisdiction of the Orange County Juvenile Court;
 5 homeless families, unaccompanied homeless youth, and those families at-risk of homelessness;
 6 military families ~~(active or veteran);~~; and persons with disabilities. The population to be served
 7 as defined in this Paragraph shall hereinafter be referred to as “PARTICIPANTS” or
 8 “FAMILIES.”

9 1.2 CONTRACTOR shall provide Family Resource Center (FRC) CONTRACTOR
 10 shall provide Family Stabilization (FS) services, as contained in Subparagraphs 5.10 through 5.12
 11 of this Exhibit, to families receiving California Work Opportunity and Responsibility to Kids
 12 (CalWORKs), as referred by the Social Services Agency (SSA). The population to be served as
 13 defined in this Paragraph shall hereinafter be referred to as “FS FAMILIES.”

14 ~~1.2.1.3~~ CONTRACTOR shall provide FRC services primarily to those PARTICIPANTS
 15 residing in the city of Westminster and surrounding communities.

16 ~~2.~~ PSSF & CBCAP FUNDING REQUIREMENTS

17 ~~2.1~~ CONTRACTOR shall provide services/activities, as described in Paragraph 5
 18 below, to address one (1) or more of the seven (7) Promoting Safe and Stable Families (PSSF)
 19 outcomes as specified in Subparagraph 2.2 below, and addressing all four (4) of the PSSF service
 20 categories defined in Subparagraphs 2.3.1 through 2.3.4, below.

21 ~~2.2~~ PSSF Outcomes: Services must meet a minimum of one (1) of the following PSSF
 22 outcomes:

23 ~~2.2.1~~ Children are, first and foremost, protected from abuse and neglect.

24 ~~2.2.2~~ Children are safely maintained in their own homes whenever possible
 25 and appropriate.

26 ~~2.2.3~~ Children have permanency and stability in their living situations.

27 ~~2.2.4~~ The continuity of family relationships and connections is preserved for
 28 children.

~~2.2.5 — Families have enhanced capacity to provide for their children’s needs.~~

~~2.2.6 — Children receive appropriate services to meet educational needs.~~

~~2.2.7 — Children receive adequate services to meet physical and mental health needs~~

~~2.3 — The four (4) PSSF service categories are as follows:~~

~~2.3.1 — Family Preservation: Family Preservation (FP) services typically are designed to help families alleviate crises that might lead to out-of-home placement of children; maintain the safety of children in their own homes; and assist families in obtaining services and other supports necessary to address their multiple needs in a culturally responsive manner.~~

~~2.3.2 — Family Support: Family Support services are primarily community-based preventive activities designed to alleviate stress and promote parental competencies and behaviors that will increase the ability of families to successfully nurture their children; enable families to use other resources and opportunities available in the community; and create supportive networks to enhance child-rearing abilities of parents and help compensate for the increased social isolation and vulnerability of families.~~

~~2.3.3 — Time Limited Family Reunification: Time Limited Family Reunification (TLFR) are services and activities provided to a child who is removed from the child’s home and placed in a foster family home or a childcare institution. These services are also for the parents or primary caregiver for the child, in order to facilitate the reunification of the child safely and appropriately during the court ordered family reunification period. TLFR services include individual, group, and family counseling; inpatient, residential, or outpatient substance abuse treatment services; mental health services; assistance to address domestic violence; temporary childcare and therapeutic services for families, including crisis nurseries; and transportation to and from any of the above services.~~

~~2.3.4 — Adoption Promotion and Support: Adoption Promotion and Support (APS) services are designed to encourage more adoptions out of the foster care system, when adoptions promote the best interest of children, and include such activities as pre- and post-adoptive services designed to expedite the adoption process and support adoptive families.~~

1 ~~2.4 — Unless specified otherwise, the services described below in Subparagraphs 5.1~~
2 ~~through 5.14 addresses each of the four (4) PSSF categories described above in Subparagraphs~~
3 ~~2.3.1 through 2.3.4.~~

4 ~~2.5 — Community-Based Child Abuse Prevention (CBCAP): Services shall align with~~
5 ~~the California Department of Social Services Community Based Child Abuse Prevention~~
6 ~~(CBCAP) program which supports efforts to develop, operate, expand, enhance, and coordinate~~
7 ~~initiatives, programs and activities to prevent child abuse and neglect. In addition, CBCAP~~
8 ~~supports the coordination of resources to better strengthen and support families as well as foster~~
9 ~~understanding, appreciation and knowledge of diverse populations in order to effectively prevent~~
10 ~~and treat child abuse and neglect.~~

11 ~~2.6 — ADMINISTRATOR may, in its sole discretion and upon written notice to~~
12 ~~CONTRACTOR, modify: the terms or definitions, the particular type of services/activities to be~~
13 ~~provided, the time of day and day of week services/activities are to be provided, the location(s)~~
14 ~~where services/activities shall be provided, the date(s) services/activities shall begin and end, the~~
15 ~~service goal(s), measurement tools and outcome indicators, and the number of participants to be~~
16 ~~provided services/activities as described in Paragraph 5, below, without changing COUNTY'S~~
17 ~~maximum obligation as set forth in this Agreement. Any modification of services/activities shall~~
18 ~~remain within the scope of defined PSSF service categories and PSSF outcomes and shall promote~~
19 ~~community participation. CONTRACTOR shall not institute any modification without prior,~~
20 ~~written approval of ADMINISTRATOR.~~

21 ~~2.7 — CONTRACTOR and ADMINISTRATOR may mutually agree to modify workload~~
22 ~~standards as set forth in this Paragraph and as authorized by COUNTY, without reducing the level~~
23 ~~of service to be provided by CONTRACTOR. This agreement must be in writing.~~

24 1.4 CONTRACTOR shall provide FS services within their CalWORKs Service
25 Region, and travel to, and collaborate with, all FRCs regardless of service region.

26 2. DEFINITIONS

27 2.1 California Work Opportunity and Responsibility to Kids (CalWORKs):
28 CalWORKs is a public assistance program that provides cash aid and services to eligible families

1 that have a child(ren) in the home.

2 2.2 Community Engagement Advisory Committee (CEAC): A partnership of multiple
3 agencies and community members that strive to achieve positive outcomes for the populations they
4 serve and build an interdependent system to address issues and opportunities. Collaboratives also
5 share resources and responsibilities to jointly plan, implement, and evaluate programs to achieve
6 common goals.

7 2.3 Differential Response (DR): A concept that child safety is a responsibility shared
8 by the family, community, and child welfare agencies. DR's primary goal is to engage a greater
9 number of families in services within the community without bringing them into the child welfare
10 system and reduce the recurrence of child maltreatment. DR services are indicated when reported
11 allegations meet statutory definitions of abuse or neglect yet an initial assessment made by SSA
12 Children and Family Services (CFS) determines that with targeted services a family is likely to
13 make needed changes to improve child safety.

14 2.4 Families and Communities Together (FaCT): A public-private partnership that
15 supports FRCs and provides program development and administration, funding, and training.
16 FaCT receives federal, State, and County funding, as well as volunteer, in-kind support, and private
17 donations.

18 ///

19 2.5 Family Stabilization (FS): The FS program provides needed services and
20 constructive interventions for parents and assists in barrier removal for families facing difficult
21 circumstances. The target population is CalWORKs recipients that are experiencing an identified
22 situation and/or crisis that is destabilizing the family and would interfere with adult clients' ability
23 to participate in Welfare-to-Work (WTW) activities and services.

24 2.6 Full-Time Equivalent (FTE): The amount of time (stated as a percentage) an hourly
25 position will be providing services under an agreement. This percentage is based upon a 40-hour
26 work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage)
27 the position will be paid under an agreement, regardless of the number of hours actually worked.

28 2.7 Military Families: A family unit consisting of active service members, reservists,

1 veterans (regardless of discharge status) and their children, spouses, partners, and loved ones.

2 2.8 Provider: A funded or non-funded partner agency in partnership with the County
 3 that provides contracted services through a collaborative FRC agreement or an individual agency
 4 agreement.

5 2.9 Resource Family: The Resource Family provides care on a temporary (foster care)
 6 and/or permanent (adoption and legal guardianship) basis and includes all types of caregivers in
 7 the child welfare and probation systems formerly known as foster parents, approved relatives or
 8 approved Non-Relative Extended Family Member.

9 3. HOURS OF OPERATION

10 3.1 CONTRACTOR shall provide services during hours that are responsive to the
 11 needs of ~~PARTICIPANT~~the target population as determined by ADMINISTRATOR. At a
 12 minimum, CONTRACTOR shall provide services Monday through Friday ~~from 9:00 a.m. to 6:00~~
 13 ~~p.m., except COUNTY holidays,~~ for a minimum of eight (8) hours and thirty (30) minutes per
 14 weekday. FRC shall remain open until at least 8:00 p.m. two (2) weekdays per week, and until at
 15 least 5:30 p.m. on the remaining three (3) weekdays. FRC may off-set regular hours in order to
 16 offer FaCT funded services on weekends for a minimum of four (4) hours. CONTRACTOR
 17 holiday schedule shall not exceed the COUNTY's holiday schedule as established by the Orange
 18 County Board of Supervisors. ~~Weekly hours shall include a minimum of two (2) weeknights until~~
 19 ~~8:00 p.m. or one (1) weekend day for a minimum of four (4) hours to meet community needs.~~
 20 ~~CONTRACTOR may off set regular hours based on the FRC being open for services evenings~~
 21 ~~and/or weekends. For example, service hours on Tuesday and Thursday may be adjusted to 11:00~~
 22 ~~a.m. to 8:00 p.m. FRC operating hours must be submitted to ADMINISTRATOR for approval.~~
 23 ~~Any changes to the regular schedule must be pre-approved, in writing, by ADMINISTRATOR.~~
 24 ~~FRC shall provide a phone messaging system to record messages and post a sign with an~~
 25 ~~emergency contact name and telephone number for PARTICIPANTS who may call or visit the~~
 26 ~~FRC after hours,~~ as described in Subparagraph 3.2 below. However, CONTRACTOR is
 27 encouraged to provide the contracted services on holidays, whenever possible.

28 3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule

1 which is as follows: -New Year’s Day, Martin Luther King Jr. Day, President Lincoln’s Birthday,
 2 Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
 3 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall
 4 obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY’s
 5 holiday schedule. ~~and the hours listed in Subparagraph 3.1 of this Exhibit.~~ Any unauthorized
 6 closure shall be deemed a material breach of this Agreement, pursuant to Paragraph ~~18~~20, and
 7 shall not be reimbursed. ~~CONTRACTOR is encouraged to provide contracted services on~~
 8 ~~holidays, whenever possible.~~

9 ##

10 4. FaCTFRC GENERAL REQUIREMENTS AND CHARACTERISTICS

11 During the entire term of this Agreement, the ~~FRC will:~~CONTRACTOR shall:

12 4.1 Maintain a family-friendly community facility that functions as a multi-service
 13 community-based site that offers a “one-stop shop” approach to comprehensive array of social and
 14 health services to families and provides a support system that builds on family and community
 15 strengths.

16 4.1.2 Offer multiple programs, including, but not limited to, the following core services:
 17 a case management team, counseling, DR, family support services, parenting education, domestic
 18 violence prevention and treatment (i.e. Personal Empowerment Program), ~~out-of-school-time~~
 19 ~~youth program, TLFR family fun activities, foster/adoptive parent recruitment,~~ and information
 20 and referral services in support of achieving FaCT goals.

21 4.3 Offer FS services to FS FAMILIES, as referred by SSA.

22 4.4 Be situated in a community-based location easily accessed by pedestrians, as well
 23 as public and private transportation.

24 4.5 Offer free and accessible parking.

25 4.6 Promote the FaCT platform (e.g. FRC sites, services, and literature) at outreach
 26 events where FaCT funded staff are utilized.

27 4.7 Display FaCT literature within FRC lobbies and in areas accessible to
 28 PARTICIPANTS.

1 4.8 Involve local residents and stakeholders in planning, designing, implementing, and
 2 evaluating activities at the FRC.

3 4.9 Maximize the use of volunteers to assist not only in service delivery, but also serve
 4 as ambassadors in the community to promote community ownership and sustainability.

5 4.10 Leverage multiple funding streams to offer quality services to the community.

6 ~~4.24.11~~ Operate as a collaborative that includes FaCT funded Contractor Partner
 7 Agencies, ~~which are FaCT-Funded~~ and a minimum of ~~two (2) Non~~three (3) non-FaCT ~~Funded~~
 8 ~~Partner Agency(ies)~~funded partner agencies who are providing onsite services at the FRC. Roles
 9 and responsibilities of each partner shall be clearly defined for the entire term of the Agreement.

10 ~~4.34.12~~ Have each ~~Non~~non-FaCT ~~Funded Partner Agency(ies)~~funded partner
 11 agency sign a memorandum of understanding or agreement specifying their commitment to
 12 provide services throughout the term of this Agreement.

13 ~~4.44.13~~ Designate the City of Westminster to function as both the designated lead
 14 agency and the program management lead agency. The fiscal and program management
 15 responsibilities shall include those referenced in Paragraph ~~19~~21 of this Agreement.

16 ~~4.5~~ — Provide bilingual ~~staff responsible for~~ direct ~~services~~service staff that are ~~language~~
 17 ~~appropriate.~~

18 ~~4.64.14~~ ~~Provide services that are culturally~~ proportionate and responsive to the
 19 language and cultural needs of the community ~~to be served~~they serve.

20 ~~4.74.15~~ Collaborate with ADMINISTRATOR and COUNTY'S FaCT Network
 21 Administrative Services-~~(FNAS)~~ provider, by attending required meetings, trainings, completing
 22 data entry into FaCT database system, and engaging with the FaCT Network in activities related
 23 to the FaCT mission and vision.

24 ~~4.84.16~~ ~~Provide all services at the FRC.~~ Services ~~may also~~shall be ~~offered~~provided
 25 at the FRC, in-home, ~~at~~and/or in satellite sites such as schools, and other community locations as
 26 ~~needed as~~ mutually agreed upon by CONTRACTOR and ADMINISTRATOR. Confidential space
 27 is required for all Clinical Supervision, Family Support Services, Counseling, and Case
 28 Management Team services.

1 ~~4.94.17~~ ~~Collaborate with other Contractor Partner Agencies and Non FaCT Funded~~
 2 ~~Partner Agency(ies) to ensure participants~~ Ensure PARTICIPANTS complete FaCT required
 3 registration, consent, sign-in forms, ~~satisfaction surveys,~~ and/or complete assessment tools
 4 referenced in Subparagraph ~~8.48.6~~ of this Exhibit, when receiving services requiring an
 5 assessment.

6 4.18 Encourage PARTICIPANTS to complete satisfaction surveys when receiving FRC
 7 services.

8 ~~4.104.19~~ Collaborate with COUNTY staff and COUNTY'S contracted ~~Differential~~
 9 ~~Response (DR)~~ and ~~Family Stabilization (FS)~~ services staff who provide services to ~~Social~~
 10 ~~Services Agency (SSA) clients~~ PARTICIPANTS.

11 5. SERVICES

12 Throughout this Exhibit, the Contractor Partner Agencies shall ~~hereinafter~~ herein be
 13 referred to as: ~~City of Westminster (City), Abrazar); Human Options, Inc., (Abrazar), Boys. (HO);~~
 14 ~~and Girls Club of Westminster (B&GCW), Boys Town California (BTC), Interval House (IH),~~
 15 ~~and Western Youth Services (WYS).~~

16 ~~5.1 — Clinical Supervision (WYS):~~

17 ~~WYS).~~ The Contractor Partner Agency that shall provide Clinical Supervision
 18 particular service listed in Subparagraphs 5.1 through 5.12 below shall be indicated by the
 19 reference to that particular Contractor Partner Agency. Where more than one Contractor Partner
 20 Agency is responsible for providing a service, or there is joint responsibility for providing the
 21 service, that responsibility will be outlined under the service category.

22 FRC SERVICES

23 5.1 Case Management Team (HO)

24 5.1.1 The objectives of Case Management Team (CMT) services ~~to ensure the~~
 25 ~~quality of counseling~~ are as follows:

26 5.1.1.1 Increase collaboration among Contractor Partner Agencies by
 27 meeting on a weekly basis to effectively coordinate PARTICIPANT services ~~provided at the FRC;~~

28 5.1.1.2 ~~Clinical — Supervision~~ Encourage family attendance and

1 participation in determining their service needs;

2 5.1.1.3 Increase and facilitate resource linkages;

3 5.1.1.4 Improve individual and family functioning;

4 5.1.1.5 Decrease duplication of PARTICIPANT services; and

5 5.1.1.6 Foster the collaboration between the community, service
6 providers, and FRCs to address the needs of children and families.

7 5.1.2 The CMT consists of an integrated multidisciplinary team, comprised of
8 three (3) or more persons, trained and qualified to provide services. The CMT is responsible for
9 identifying the educational, health, or social service needs of a child, and child's family, and for
10 developing a plan to address these multiple needs as identified in Welfare and Institutions Code
11 section 18986.40. Participants of the CMT shall include all FaCT funded FRC partners and non-
12 FaCT funded agency representatives that would benefit the family.

13 5.1.3 HO and Contractor Partner Agencies shall jointly provide CMT services for
14 a minimum of seventy-five (75) unduplicated FAMILIES annually. FRC CMT services include,
15 but are not limited to: identifying the educational, health, or social service needs of a child and
16 child's family; developing a plan to address these multiple needs; weekly reviews; team
17 assessment; arranging and coordinating appropriate services; monitoring effectiveness of services;
18 evaluating the outcome of services; and assigned clinician/intern, in conjunction with appropriate
19 partners, will utilize clinical skills and knowledge of the community in order to access resources
20 that are best suited to PARTICIPANT's needs. FRC CMT services shall include, but are not
21 limited to, the following components:

22 5.1.3.1 Assessment: The CMT Clinical Supervisor, based on input from
23 the CMT, shall complete an assessment of PARTICIPANTS' strengths and needs and community
24 resources available to PARTICIPANT.

25 5.1.3.2 Individual Treatment Plan: On the basis of the assessment in
26 Subparagraph 5.1.3.1, the CMT shall jointly develop an individualized treatment plan with the
27 PARTICIPANT that identifies priorities; desired outcomes; strategies; and resources to be used in
28 attaining the outcomes; follow up; and termination.

1 5.1.3.3 Reassessment: The CMT Clinical Supervisor and CMT shall
 2 jointly reassess the PARTICIPANT's status, with input from Contractor Partner Agencies, in a
 3 weekly clinical review of cases. CMT meetings shall provide weekly evaluations and assessment
 4 for PARTICIPANTS.

5 ~~5.1.1.25.1.3.4 individual and group clinical supervision for counselor(s) at~~
 6 ~~the FRC, recruitment and supervision of Master's level counseling interns;~~ Termination: The CMT
 7 Clinical Supervisor and CMT shall jointly terminate the case ~~consultation, verification of laws of~~
 8 ~~confidentiality, and ensuring that child and elder/dependent adult abuse reporting requirements are~~
 9 ~~followed~~ from the CMT when the desired outcomes have been attained, the PARTICIPANT is non-
 10 compliant, or the PARTICIPANT withdraws.

11 ~~5.1.2 Clinical Supervision~~ HO and Contractor Partner Agencies shall jointly
 12 provide CMT services ~~shall be provided for a minimum of two (2) hours per week and shall be~~
 13 ~~based on the CONTRACTOR's counseling agency supervision requirements.~~

14 ~~5.1.3 Clinical Supervision shall be offered~~ continuously throughout the term
 15 of this Agreement. CMT meetings shall be scheduled a minimum of one (1) day per week for a
 16 minimum of one (1) hour in duration.

17 ~~5.1.4 WYS shall provide a qualified licensed~~ The CMT Clinical Supervisor shall
 18 facilitate CMT meetings. CMT meetings shall be held at the FRC or other mutually agreed upon
 19 location, in an appropriate, private, and confidential space.

20 5.1.5 HO shall complete the CMT Tracking and Outcomes Log as well as the
 21 required forms referenced in Subparagraph 4.17 of this Exhibit.

22 ~~5.1.45.1.6~~ HO shall provide qualified CMT Clinical Supervisor staff, as
 23 specified in Subparagraph ~~14.4~~ 1.1.1 of this Exhibit.

24 5.2 Counseling (WYS): Services (HO)

25 5.2.1 The objectives of Counseling Services are as follows:

26 ~~5.2.1.1 Increase the availability of counseling services for appropriate~~
 27 ~~non-Medi-Cal clients, underinsured clients, and clients experiencing barriers to accessing mental~~
 28 ~~health services;~~

~~5.2.1.2 Increase participant's coping skills in dealing with stress;~~

5.2.1.1 Increase PARTICIPANT's coping skills;

5.2.1.2 Stabilize immediate crisis;

5.2.1.3 Increase access to social support systems;

5.2.1.4 Facilitate linkages to appropriate and needed treatment programs (e.g., domestic violence, substance abuse, mental health, etc.);

5.2.1.5 Reduce risk of violence, abuse, and/or neglect in the home; and

5.2.1.6 Improve individual and family functioning.

~~5.2.1.6 Improve individual and family functioning.~~

5.2.2 WYSHO shall utilize evidence-based practices to provide Crisis, ~~Group and Individual counseling services~~, Family, and Group Counseling Services for a minimum of ~~one~~two hundred ~~twenty five (125) unduplicated PARTICIPANTS~~ ninety-six (296) sessions annually. ~~Counseling services~~A completed session of any modality shall be counted as one (1) session regardless of number of PARTICIPANTS. A session shall be defined as a minimum of fifty (50) minutes in length.

5.2.3 HO Counseling Services shall be held at the FRC, schools, or other mutually agreed upon community location, in an appropriate, private, and confidential space and be provided to low income, high risk PARTICIPANTS who are not Medi-Cal eligible and who may be experiencing an immediate crisis that is disrupting their level of functioning.

5.2.4 Service Requirements per Modality:

5.2.4.1 Crisis Counseling Services: The duration of HO Crisis Counseling Services shall consist of a minimum of one (1) session and a maximum of three (3) sessions for each PARTICIPANT. HO Crisis Counseling Services shall provide a brief term therapeutic approach to include, but not be limited to: ~~assess~~, assessing the immediate crisis/trauma, helping the PARTICIPANT identify and develop coping strategies, identifying the factors that led to the crisis state, and restoring the PARTICIPANT to their previous level of functioning. HO shall complete a clinical assessment around level of crisis stabilization at the end of service and a transfer to additional counseling modalities may be offered as deemed necessary

1 and clinically indicated.

2 5.2.4.2 Individual Counseling Services: HO shall provide Individual
 3 Counseling Services for a minimum of four (4) sessions and a maximum of twenty (20) sessions,
 4 for each PARTICIPANT. Individual Counseling sessions shall be offered to PARTICIPANTS on
 5 a weekly basis. PARTICIPANTS shall receive counseling services to strengthen their ability to
 6 improve individual functioning, explore healthy personal goal(s), and strengthen social-emotional
 7 growth. Individual Counseling Service topics shall include, but are not limited to: reducing risk
 8 of violence, exploring the cycle of abuse, self-control, parenting issues, victimization, depression,
 9 anxiety, social and communication skills, and self-care to cope with stress. Services shall include
 10 prevention and intervention, a psychosocial assessment and evaluation of the PARTICIPANT, and
 11 development of treatment goal(s) focused on needs and strengths of the PARTICIPANT.

12 ~~5.2.1.75.2.4.3 Family Counseling Services: HO shall provide Family~~
 13 ~~Counseling Services for a minimum of four (4) sessions and a maximum of twenty (20) sessions,~~
 14 ~~for each FAMILY. Family Counseling sessions may be weekly or daily, based on~~
 15 ~~PARTICIPANTS' needs. HO Family Counseling Services shall include, but not be limited to:~~
 16 ~~assessing PARTICIPANT's needs, provide; providing emotional support, stabilize; stabilizing~~
 17 ~~immediate crisis, develop; developing goals for PARTICIPANTS, address; addressing parenting~~
 18 ~~issues, cycle of abuse, and victimization, enhance; enhancing family dynamics; and make making~~
 19 ~~appropriate linkages to all needed treatment programs and social support systems. The Counselor~~
 20 ~~and/or designee, as approved by ADMINISTRATOR, shall attend the FRC's Case Management~~
 21 ~~Team (CMT) meetings.~~

22 ~~5.2.2 WYS shall provide Crisis, Group, and Individual counseling services~~
 23 ~~continuously throughout the term of this Agreement by appointment during FRC operating hours.~~
 24 ~~WYS may also schedule evening hours at the request of PARTICIPANTS.~~

25 ~~5.2.3 WYS shall provide a minimum of fifteen (15) Crisis counseling sessions~~
 26 ~~to a minimum of fifteen (15) unduplicated PARTICIPANTS annually. WYS Crisis counseling~~
 27 ~~sessions shall be a minimum of one (1) session per individual and a maximum of three (3) sessions,~~
 28 ~~and each session shall be a minimum of fifty (50) minutes in duration. PARTICIPANTS will be~~

1 ~~seen one (1) to two (2) times weekly. Crisis counseling services shall be based on motivational~~
2 ~~interviewing and solution focused crisis intervention.~~

3 ~~5.2.3.15.2.4.4 WYS shall provide~~ Counseling Services: The duration of
4 HO Group counseling services to Counseling Services shall consist of a minimum of ninety (90)
5 unduplicated PARTICIPANTS annually. PARTICIPANTS will be invited to join ongoing four
6 (4) group(s) appropriate for their age, gender, and role after an initial welcome meeting with the
7 assigned counselor. WYS shall offer eight (8) Group counseling series each comprised of six (6)
8 weekly stand alone sessions. Group counseling topics will address common concerns for the
9 PARTICIPANTS served, do not build upon one another, and shall include, but are not limited to,
10 seeking safety and self care. at a minimum of sixty (60) to ninety (90) minutes each in duration,
11 with a four (4) to twelve (12) session minimum, per series. PARTICIPANTS may join at any
12 point in time and will be considered as having successfully completed group counseling after
13 having attended six (6) sessions. HO shall provide group counseling services in a variety of topics,
14 as appropriate for the PARTICIPANTS, including, but not limited to: Women's Support Group,
15 Stress and Anxiety Support Group, Grief and Loss Support Group, Pre-Teen Support Group, social
16 skills development, healthy relationships, relaxation and stress reduction, communication, self-
17 esteem, conflict resolution, Seeking Safety, and A Window Between Worlds. A Window Between
18 Worlds uses an art curriculum as a tool for healing and empowerment to those who have
19 experienced violence and trauma. Seeking Safety is an evidence-based modality for individuals
20 experiencing Post Traumatic Stress Disorder or trauma symptoms.

21 ~~5.2.4 WYS shall provide Individual counseling services to a minimum of~~
22 ~~twenty (20) unduplicated PARTICIPANTS for a minimum of eighty (80) sessions annually. WYS~~
23 ~~shall offer a minimum of four (4) sessions per individual and twenty (20) sessions in duration.~~
24 ~~Individual counseling sessions shall be a minimum of fifty (50) minutes in duration, or as clinically~~
25 ~~indicated by the clinician, and offered to PARTICIPANTS on a weekly basis. Individual~~
26 ~~counseling services shall be offered continuously throughout the term of this Agreement by~~
27 ~~appointment during FRC operating hours. WYS may also schedule evening hours at the request~~
28 ~~of PARTICIPANTS. Individual counseling services shall be provided using a model based on~~

~~trauma-focused cognitive behavioral therapy and/or other evidence-based or evidence-informed models (e.g., motivational interviewing, Seeking Safety, etc.).~~

5.2.5 WYSHO shall provide counseling services during FRC operating hours. HO may also schedule evening hours at the request of the PARTICIPANTS.

~~5.2.5~~5.2.6 HO shall provide qualified, bilingual ~~licensed/licensed-eligible~~ Counselor staff as specified in Subparagraph ~~14.6~~15.4 of this Exhibit. HO Counselor staff and/or designee, as approved by ADMINISTRATOR, shall attend all FRC's CMT meetings.

~~5.3 — Family Support Services (City):~~

5.3 Differential Response (City)

The primary goal of DR Services is to engage a greater number of families in services within the community without further child welfare intervention and, at the same time, reduce the recurrence of child maltreatment.

5.3.1 The objectives of ~~Family Support~~DR Services are as follows:

~~5.3.1.1 Increase families' follow-through with service providers.~~

~~5.3.1.2 Increase access to resources.~~

5.3.1.1 IncreaseSupport the family while in crisis;

5.3.1.2 Collaborate with the COUNTY social worker and the family to devise a plan that identifies resources in an effort to protect the children and preserve the family;

5.3.1.3 Assess the family's needs, stabilize immediate crisis, and increase coping skills and family cohesiveness;

5.3.1.4 Develop a treatment plan to address individual and family needs to be offered for a minimum of thirty (30) days;

5.3.1.5 Provide in-home services, as needed, to address positive parenting skills, discipline, child development, and child health and safety; and

5.3.1.6 Present DR cases at the CMT.

5.3.2 City's DR services shall focus on a family centered approach to: maintain children safely in the home; reduce entry into the child welfare system; serve as a support to families while in crisis; assess safety concerns and family's willingness to participate; team home

1 visit; comprehensive family assessment; develop an individualized, needs based, and collaborative
 2 service plan; make referrals to community resources as appropriate; create linkage to assistance
 3 with service receipt; provide ongoing support; engage in advocacy; provide case management;
 4 provide ongoing tracking; follow up with family; provide assistance in accessing community
 5 resources; work with DR COUNTY social worker(s) to ensure appropriateness of service plan in
 6 meeting goals while protecting children; and refer to CMT, facilitate attendance, and include, at
 7 the family's request, extended family, non-family, and community leaders such as
 8 pastors/religious leaders as a long term support for family.

9 5.3.3 City shall provide DR Services during FRC operating hours. City may also
 10 schedule evening hours at the request of the PARTICIPANTS.

11 5.4 Family Support Services (City)

12 Family Support Services shall be provided to families with a minimum of two (2)
 13 core service needs. Services are provided through a collaborative process that assesses, plans,
 14 implements, coordinates, monitors, and evaluates the options and services required to meet
 15 PARTICIPANT needs.

16 5.4.1 The objectives of Family Support Services are as follows:

17 ~~5.3.1.3~~ 5.4.1.1 Support effective coordination of services among service
 18 providers.;

19 ~~5.4.1.2 Assist in accessing resources so families may achieve~~
 20 ~~economic~~ Promote knowledge of, and provide linkages, to resources, services, and opportunities to
 21 improve self-sufficiency; and

22 ~~5.3.1.4~~ 5.4.1.3 Support families in following through with recommended
 23 services.

24 ~~5.3.2~~ 5.4.2 City shall provide Family Support Services for a minimum of one
 25 hundred (100) unduplicated FAMILIES annually. Family Support Services are those services
 26 ~~employing a case manager (e.g., Family Support Specialist)~~ responsible for assessing the strengths
 27 and meeting the multiple needs of a PARTICIPANT and family; arranging, coordinating,
 28 monitoring, evaluating, and advocating for multiple services for families. ~~The primary goal of~~

~~case management shall be to link families with multiple needs; and linking PARTICIPANTS~~ to resources, services, and opportunities. The Family Support ~~Specialist~~Advocate shall also teach and empower ~~PARTICIPANTS~~families to access community resources and strengthen problem solving skills.

~~5.3.3~~5.4.3 City shall provide Family Support Services continuously throughout the term of this Agreement during FRC operating hours or ~~at dates and times convenient for PARTICIPANTS.~~on evenings as required by families. City shall provide Family Support Services for a minimum of thirty (30) days ~~for each PARTICIPANT~~per FAMILY.

~~5.3.4~~5.4.4 City shall ~~primarily~~ provide Family Support Services in English, Spanish, and Vietnamese, primarily at the FRC, in family's home, ~~at the FRC,~~ or at other community locations as ~~needed with written approval by ADMINISTRATOR~~agreed upon by PARTICIPANT and FRC.

~~5.3.5~~ City shall provide qualified, bilingual Family Support ~~Specialist staff as specified in Subparagraph 14.9 of this Exhibit.~~

~~5.4~~ Foster and Adoptive Parent Recruitment (City):

~~5.4.1~~ The objective of Foster and Adoptive Parent Recruitment services is to ~~increase foster/adoptive awareness to prospective caregivers.~~

~~5.4.2~~ City shall help promote, in collaboration with ADMINISTRATOR, the need for foster and adoptive resources for children in need of a permanent home. Promotional activities may include, but are not limited to: ~~displaying media or printed material at the FRC, promotion at community events/workshops, and distribution of flyers and other marketing materials to local community residents. City Foster and Adoptive Parent Recruitment activities shall include:~~

~~5.4.2.1~~ Information on Foster and Adoptive Parent Recruitment activities included in quarterly distribution of City newsletter to homes and businesses.

~~5.4.2.2~~ Link to FRC information on City Website.

~~5.4.2.3~~ Promotion and outreach to City schools.

~~5.4.2.4~~ Public Service Announcements (PSA) on WTV-3 a minimum

of four (4) times annually during the term of this Agreement.

5.4.2.5—PSA on local radio and television promoting FRC a minimum of two (2) times annually during the term of this Agreement.

5.4.2.6—Promotion at City-wide events (e.g., Dia de la Familia, Safety Day, etc.) a minimum of four (4) times annually.

5.4.3—City’s Foster and Adoptive Parent Recruitment Services shall address only the following PSSF service category: APS.

5.4.5.4.5 City shall provide a qualified Foster and Adoptive Parent Recruiter (e.g., FRC Coordinator and Community Engagement Volunteer Coordinator) Advocate staff as specified in Subparagraph 14.1015.5 of this Exhibit.

5.5—FRC Case Management Team (WYS):

5.5.1—The objectives of FRC CMT services are as follows:

5.5.1.1—Increase collaboration among Contractor Partner Agencies to effectively coordinate services.

5.5.1.2—Improve resource linkages.

5.5.1.31.1.1.1—Improve individual and family functioning.

5.5.1.4—Decrease duplication of services.

5.5.1.5—Build the capacity of communities and FRC to address the needs of children and families.

5.5.2—The FRC CMT consists of an integrated multidisciplinary team comprised of three (3) or more persons trained and qualified to provide services. The FRC CMT is responsible for identifying the educational, health, or social service needs of a child and child’s family and for developing a plan to address these multiple needs as identified in Welfare and Institutions Code (WIC) section 18986.40. Participants of the FRC CMT shall include all Contractor Partner Agencies and Non FaCT Funded Partner Agency(ies) representatives that would benefit the family. In addition to the participation of the Contractor Partner Agencies, local Miscellaneous Order Number 534.3 specifies that multidisciplinary services team composition include at least two (2) members from the following: Orange County Probation Department,

1 ~~Orange County Health Care Agency, Orange County Department of Education, Regional Center~~
2 ~~of Orange County, North Orange County Regional Occupational Program, and Orange County~~
3 ~~SSA.~~

4 ~~5.5.3 WYS, in coordination with Contractor Partner Agencies, shall provide~~
5 ~~FRC CMT services for a minimum of seventy five (75) unduplicated FAMILIES annually. FRC~~
6 ~~CMT services include, but are not limited to: identifying the educational, health, or social service~~
7 ~~needs of a child and child's family; developing a plan to address these multiple needs; weekly~~
8 ~~reviews; team assessment; arranging and coordinating appropriate services; monitoring~~
9 ~~effectiveness of services; evaluating the outcome of services; and assigned clinician/intern, in~~
10 ~~conjunction with appropriate partners, will utilize clinical skills and knowledge of the community~~
11 ~~in order to access resources that are best suited to client's needs. FRC CMT services shall include,~~
12 ~~but are not be limited to, the following components:~~

13 ~~5.5.3.1 Assessment: The FRC CMT Clinical Supervisor, based on~~
14 ~~input from the CMT, shall complete an assessment of PARTICIPANTS' strengths and needs and~~
15 ~~community resources available to PARTICIPANT.~~

16 ~~5.5.3.2 Individualized Treatment Plan: On the basis of the assessment~~
17 ~~in 5.5.3.1, the FRC CMT shall jointly develop an individualized treatment plan with the~~
18 ~~PARTICIPANT that identifies priorities; desired outcomes; the strategies; and resources to be used~~
19 ~~in attaining the outcomes; follow up; and termination.~~

20 ~~5.5.3.3.1.1.1 Reassessment: The FRC CMT Clinical Supervisor and~~
21 ~~CMT shall jointly reassess the PARTICIPANT's status, with input from Contractor Partner~~
22 ~~Agencies, in a weekly clinical review of cases. FRC CMT meetings shall provide weekly~~
23 ~~evaluations and assessment for PARTICIPANTS.~~

24 ~~5.5.3.4 Termination: The FRC CMT Clinical Supervisor and CMT~~
25 ~~shall jointly terminate the case from the CMT when the desired outcomes have been attained, the~~
26 ~~PARTICIPANT is non-compliant, or the PARTICIPANT withdraws.~~

27 ~~5.5.4 WYS in coordination with Contractor Partner Agencies shall provide~~
28 ~~FRC CMT services during the term of this Agreement. FRC CMT meetings shall be scheduled a~~

~~minimum of one (1) day per week for a minimum of one (1) hour in duration. WYS's Clinical Supervisor shall facilitate FRC CMT meetings.~~

~~5.5.5 WYS shall complete the FRC CMT Tracking and Outcomes Log and the required forms referenced in Subparagraph 4.8.~~

~~5.5.6 WYS shall provide qualified FRC CMT Clinical Supervisor (e.g., Clinical Supervisor) staff as specified in Subparagraph 14.11 of this Exhibit to facilitate FRC CMT meetings.~~

~~5.6.5~~ 5.5 Information and Referral Services (City)

~~5.6.1~~ 5.5.1 The objective of Information and Referral Services is to increase access to community resources for families in need.

5.5.2 City shall provide Information and Referral Services ~~for~~to a minimum of ~~one thousand~~twelve hundred (1,000)~~unduplicated~~200 PARTICIPANTS annually. ~~Information and Referral~~

~~5.6.2~~ 5.5.3 Services ~~shall~~ include an assessment of need and referral ~~to~~services, including, but not limited to, the following: emergency housing, emergency food, ~~family~~ counseling, child care, substance abuse counseling and treatment, parenting ~~training~~education, utility assistance, health and mental health treatment, education and job training, legal aid, and youth academic and recreation services, ~~and many other services based on client needs.~~ Information and Referral Specialist shall collaborate with other ~~County and local~~ community ~~resource services providers~~agencies by receiving and referring ~~clients, which may include, but are not limited to 2-1-1 Orange County, Help Me Grow, etc~~PARTICIPANTS.

~~5.6.3~~ 5.5.4 Information and Referral Specialist shall be stationed at the FRC reception area as the first point of contact for walk-in and telephone/email inquiries during FRC operating hours. Information and Referral ~~Services shall be offered during FRC operating hours~~Specialist shall follow-up with linked service provider to verify linkages.

5.5.5 City shall track Information and Referral Services using the FRC Daily Information and Referral Tracking Log to capture number of PARTICIPANTS served, PARTICIPANT zip code, mode of contact (e.g., phone call, walk-in, internet), and service(s)

1 [referred.](#)

2 ~~5.6.4~~5.5.6 City shall provide qualified, bilingual Information and Referral
3 Specialist staff as specified in Subparagraph ~~14.13~~15.8 of this Exhibit.

4 ~~5.7~~ Other Services: Dental Services (Abrazar):

5 ~~5.7.1~~ Abrazar shall provide Dental Services for a minimum of twenty five
6 ~~(25) unduplicated PARTICIPANTS annually, at a limit of two hundred dollars (\$200) worth of~~
7 ~~service for each PARTICIPANT. Dental Services shall include, but not be limited to, the~~
8 ~~following: high quality dental treatments by a licensed and certified dentist, state of the art~~
9 ~~infection control, and prudent employee safety procedures.~~

10 ~~5.7.2~~ Abrazar shall provide Dental Services at Abrazar located at 7101
11 Wyoming Street, Westminster, CA 92683.

12 ~~5.7.3~~ Abrazar shall provide qualified Dentist and Dental Assistant staff as
13 specified in Subparagraphs 14.7 and 14.8 of this Exhibit.

14 ~~5.8~~ Other Services: Emergency Food Program (Abrazar):

15 ~~5.8.1~~ Abrazar shall provide Emergency Food Program services for a
16 ~~minimum of fifty eight (58) unduplicated PARTICIPANTS annually, no more than four (4) times~~
17 ~~for each PARTICIPANT, during the term of this Agreement. Emergency Food Program services~~
18 ~~shall include, but not be limited to, assisting PARTICIPANTS obtain food during times of~~
19 ~~emergency.~~

20 ~~5.8.2~~ Abrazar shall provide Emergency Food Program services during the
21 ~~term of this Agreement.~~

22 ~~5.8.3~~ Abrazar shall provide Emergency Food Program services at Abrazar.

23 ~~5.8.4~~ Abrazar shall provide, at no cost to COUNTY, qualified Nutritional
24 Aide staff as specified in Subparagraph 14.14 of this Exhibit.

25 ~~5.9~~ Other Services: Health and Education Services (City):

26 ~~5.9.1~~ The objective for Health and Education Services is to address
27 ~~community health needs as well as TLFR and adoptive families.~~

28 ~~5.9.2~~ City, through a subcontract with AltaMed, shall provide medical, dental,

1 and health education services for a minimum of seventy two (72) unduplicated PARTICIPANTS
2 annually. Health and Education Services shall include: thirty two (32) unduplicated health visits
3 consisting of one (1) medical visit and/or one (1) dental visit per PARTICIPANT, and four (4)
4 health education groups, including community resource events/fairs, for a minimum of forty (40)
5 unduplicated PARTICIPANTS. Each health education group shall be for a minimum of ten (10)
6 PARTICIPANTS and shall be a minimum of two (2) hours in duration.

7 5.9.3 — City, through a subcontract with AltaMed, shall provide an obesity
8 program which provides education on healthy life styles and behaviors.

9 5.9.4 — City, through a subcontract with AltaMed shall provide qualified
10 Dentist, Physician Assistant, Registered Dental Assistant, Licensed Vocational Nurse, Clinic
11 Administrator, and Health Educator staff.

12 5.10 — Other Services: School Time Off Program (STOP) (B&GCW):

13 5.10.1 — Boys and Girls Club of Westminster (B&GCW) shall provide School
14 Time Off Program (STOP) services to children ages six through eighteen (6-18) years.

15 5.10.2 — B&GCW shall provide STOP Program services for a minimum of fifty
16 (50) unduplicated PARTICIPANTS annually. STOP Program services will provide
17 PARTICIPANTS with a safe and nurturing place during after school and non school hours. STOP
18 Program services shall include, but not be limited to, the following: recreation activities, leadership
19 and character development activities, homework assistance, and sports. Additionally, B&GCW
20 shall provide fifty (50) scholarships annually to after school programs.

21 5.10.3 — B&GCW shall provide STOP Program services as follows: during the
22 school year from 2:30 p.m. to 6:00 p.m. on Mondays, Tuesdays, Thursdays and Fridays; from 1:46
23 p.m. to 6:00 p.m. on Wednesdays; and from 7:00 a.m. to 6:00 p.m. on non school days (e.g.,
24 summer) throughout the term of this Agreement.

25 5.10.4 — B&GCW shall provide qualified Youth Development Worker staff as
26 specified in Subparagraph 14.21 of this Exhibit.

27 5.11 — Out of School Time Youth Program (City):

28 5.11.1 — The objectives of Out of School Time (OST) Youth Program are as

1 follows:

2 ~~5.11.1.1 Increase social connection amongst peers.~~

3 ~~5.11.1.2 Provide a safe place for school-aged children.~~

4 ~~5.11.1.3 Increase enrichment opportunities to enhance academic~~
 5 ~~achievement and healthy social behavior.~~

6 ~~5.11.2 City shall provide OST Youth Program Services for a minimum of forty~~
 7 ~~(40) unduplicated PARTICIPANTS annually. OST Youth Program will provide PARTICIPANTS~~
 8 ~~with a safe and nurturing place during after school and non-school hours. Activities may include,~~
 9 ~~but are not limited to: recreation, education, healthy development, artistic and cultural enrichment,~~
 10 ~~and leadership development.~~

11 ~~5.11.3 During each academic school year, City shall provide enrichment and~~
 12 ~~academic activities for children ages seven to eighteen (7-18). Services shall take place after~~
 13 ~~school hours and during school breaks (e.g., spring, winter, and summer). OST Youth Programs~~
 14 ~~shall run five (5) times weekly, Monday through Friday, for a minimum of two and a half (2 ½)~~
 15 ~~hours per day.~~

16 ~~5.11.4 OST Youth Programs shall be provided primarily at the FRC, Sigler~~
 17 ~~Park (located at same address as the FRC), and/or at other community locations to be as needed~~
 18 ~~and approved in advance and in writing by ADMINISTRATOR.~~

19 ~~5.11.5 City shall provide a qualified Out-of-School-Time Youth Leader staff~~
 20 ~~as specified in Subparagraph 14.15 of this Exhibit.~~

21 ~~5.12~~5.6 Parenting Education (City and BTC):

22 ~~5.12.1~~5.6.1 The objectives for Parent Education are as follows:

23 ~~5.12.1.1~~5.6.1.1 ~~Increase~~Provide social support.;

24 ~~5.12.1.2~~5.6.1.2 Enhance coping skills.;

25 ~~5.12.1.3~~5.6.1.3 Improve knowledge of child development.; and

26 ~~5.12.1.4~~5.6.1.4 Improve knowledge of appropriate and effective
 27 discipline.

28 5.6.2 City, ~~through a subcontract with Westminster School District (WSD), shall~~

1 provide evidence-based parenting curriculum as listed on the California Evidence Based
 2 Clearinghouse website (CEBC4CW.org). Elements of an effective parenting education program
 3 shall improve parenting skills and family functioning by teaching parents/caregivers about child
 4 development (e.g., developmental expectations), behavior management (e.g., discipline
 5 techniques), and coping skills (e.g., communication and stress management). As applicable,
 6 parenting education emphasis shall be placed on the prevention of recurrence of maltreatment
 7 and/or shall address attachment, bonding, and traumatic loss issues.

8 ~~5.12.25.6.3~~ City shall provide Parenting Education services for a minimum of
 9 ~~twenty (20)~~ forty (40) unduplicated PARTICIPANTS annually. ~~Parenting Education services shall~~
 10 ~~be provided utilizing only an evidence-based or evidence-informed Parenting Education~~
 11 ~~curriculum.~~

12 5.6.4 City, through a subcontract with WSD, City shall provide a minimum of four
 13 (4) Parenting Education ~~academies (aka-series)~~ annually ~~comprised of six (6) weekly sessions each~~
 14 ~~series. Each session shall be a minimum of two (2) hours in duration. City shall provide Parenting~~
 15 ~~Education services to a minimum of five (5) unduplicated PARTICIPANTS per series for a total~~
 16 ~~of twenty (20) PARTICIPANTS annually. WSD.~~ Frequency and length of each parenting series
 17 will be based on selected evidence-based curriculum.

18 ~~5.12.3~~ Parenting Education services shall be provided continuously during
 19 ~~FRC operating hours or the term of this Agreement~~ at dates and times convenient for
 20 PARTICIPANTS ~~one (1) time per quarter during the term of this Agreement.~~

21 ~~5.12.45.6.5~~ City. Services shall ~~provide Parenting Education service~~ be offered
 22 at the FRC, ~~WSD location(s), Sigler Park schools,~~ and ~~or at~~ other community locations, ~~to be~~ as
 23 needed and approved ~~in advance and in writing by~~ by ADMINISTRATOR. A minimum of one
 24 (1) class shall be offered at the FRC annually.

25 ~~5.12.5~~ BTC shall provide Parenting Education services for a minimum of ~~sixty~~
 26 ~~(60) unduplicated PARTICIPANTS annually. BTC shall utilize the evidenced-based Common~~
 27 ~~Sense Parenting curriculum.~~

28 ~~5.12.6~~ BTC shall provide a minimum of ~~four (4) Parenting Education series~~

1 ~~comprised of six (6) weekly sessions, for a minimum of sixty (60) unduplicated PARTICIPANTS~~
 2 ~~annually. BTC Parenting Education services shall be provided a minimum of four (4) times~~
 3 ~~annually during the term of this Agreement. Each session shall be a minimum of two (2) hours in~~
 4 ~~duration. Parenting Education services shall be offered at additional times based on~~
 5 ~~PARTICIPANT availability.~~

6 ~~5.12.7~~5.6.6 City ~~and BTC~~ shall ensure completion of required paperwork when
 7 providing parenting education to PARTICIPANTS receiving child welfare services, including, but
 8 not limited to, verification of attendance, issuance of certificates of completion, and verbal and/or
 9 written reports to COUNTY ~~Social Workers~~social workers.

10 ~~5.12.8~~ City, through a subcontract with WSD, and BTC shall provide qualified,
 11 ~~bilingual Parenting Educator staff as specified in Subparagraphs 14.16 and 14.17 of this Exhibit.~~

12 5.6.7 City shall provide parenting education in English, Spanish, and Vietnamese.

13 5.6.8 City shall provide parenting instructors that are trained and certified to
 14 provide the selected evidence-based curriculum.

15 ~~5.13~~5.7 Personal Empowerment Program (Certified Domestic Violence Prevention
 16 and Treatment Education Program) ~~General and TLFR Participants (IH): (IH)~~

17 ~~5.13.1~~5.7.1 The objectives of Personal Empowerment Program (PEP) are as
 18 follows:

19 ~~5.13.1.1~~5.7.1.1 ~~Increase~~ ~~victim's~~Raise awareness of the
 20 ~~threat~~various types of domestic violence and its short- ~~and~~ long term effects.;

21 ~~5.13.1.2~~5.7.1.2 Develop or enhance safety plan for domestic
 22 violence victims.;

23 ~~5.13.1.3~~5.7.1.3 Increase victim's understanding of the effects
 24 domestic violence has on children.;

25 ~~5.13.1.4~~ ~~Increase victim's awareness on the various types of abuse.~~

26 ~~5.13.1.5~~5.7.1.4 Promote safety and permanency in homes and
 27 communities through prevention efforts aimed at child abuse and domestic violence.

28 5.7.2 IH shall provide PEP services to a minimum of forty-five (45) unduplicated

1 PARTICIPANTS annually.

2 ~~5.13.2~~5.7.3 PEP services shall be ~~comprised of a~~ an evidence-based ten (10)
3 week educational support program designed to help victims break the cycle of domestic violence
4 through education on the dynamics of domestic violence, ~~effect~~effects of violence on victims and
5 their children, and to help victims protect children who live in domestic violence homes. ~~PEP~~
6 ~~topics~~Topics shall include, but not be limited to: safety planning, boundaries, anger management,
7 legal aspects of domestic violence, working through denial, and maintaining healthy relationships.
8 ~~Services shall target the general community as well as COUNTY's TLFR population.~~

9 ~~5.13.3~~ — ~~IH shall provide PEP services to a minimum of forty (40) unduplicated~~
10 ~~FRC PARTICIPANTS annually.~~

11 5.7.4 IH shall provide PEP services continuously during the term of this
12 Agreement.

13 5.7.5 During the entire term of this agreement, PEP providers must be approved
14 by the PEP Program Collaborative of Orange County.~~Each class shall be a minimum of two (2)~~
15 ~~hours in duration.~~

16 ~~5.13.4~~5.7.6 IH shall ~~provide~~offer PEP services ~~during at the~~ FRC operating
17 ~~hours or~~and other community locations at dates and times convenient for PARTICIPANTS and as
18 approved by ADMINISTRATOR. IH may refer PARTICIPANTS to attend PEP services at any
19 IH facilitated location that fits their language preference and schedule availability.

20 ~~5.13.5~~ — ~~IH shall provide PEP services primarily at the FRC, Sigler Park, and/or~~
21 ~~at other community locations, to be approved in advance and in writing by ADMINISTRATOR.~~

22 ~~5.7.7~~ ~~When providing PEP services to COUNTY's TLFR population, PEP~~
23 instructors shall administer the FaCT-approved pre/post measurement tools and enter the results
24 into the FaCT database.

25 ~~5.13.6~~5.7.8 IH shall ~~also be~~ensure completion of required ~~to include~~paperwork
26 when providing PEP to PARTICIPANTS receiving child welfare services, including, but not be
27 limited to, verification of attendance, issuance of certificates of completion, and verbal and/or
28 written reports to COUNTY ~~Social Workers~~social workers.

1 5.13.7 ~~HH shall provide qualified, bilingual PEP Instructor staff as specified in~~
2 ~~Subparagraph 14.18 of this Exhibit. During the entire term of this agreement, PEP providers must~~
3 ~~be approved by the PEP Program Collaborative of Orange County.~~

4 ~~##~~

5 5.14.8 ~~TLFR Family Fun Activities~~ Other Services: Emergency Assistance (City):

6 5.14.1 ~~The objectives of TLFR Family Fun Activities are as follows:~~

7 5.14.1.1 ~~Increase parent-child bonding.~~

8 5.14.1.2 ~~Provide a safe and enriching, interactive environment for~~
9 ~~TLFR families.~~

10 5.14.2 ~~In addition, to PARTICIPANTS referenced in Paragraph 1, TLFR~~
11 ~~Family Fun Activities may also include: children that are removed from their home and placed in~~
12 ~~a foster family home or a childcare institution, and parents or primary caregiver of such a child, in~~
13 ~~order to facilitate the reunification of the child, safely and appropriately.~~

14 5.14.3 ~~City shall provide TLFR Family Fun Activities services for a minimum~~
15 ~~of ten (10) unduplicated families annually. TLFR Family Fun Activities shall include supervised~~
16 ~~and organized activities and events for children of parents and/or caregivers in the reunification~~
17 ~~process. Activities can include arts and cultural enrichment, education, and recreation to promote~~
18 ~~healthy parent-child bonding, quality time, and communication. In the event a parent is~~
19 ~~participating in monitored/supervised visitation while simultaneously participating in a Family~~
20 ~~Fun Activity, the SSA approved monitor or supervised visitation specialist must be present during~~
21 ~~the entire length of the Family Fun Activity.~~

22 5.14.4 ~~City shall provide a minimum of two group events (e.g., bowling, water~~
23 ~~parks, Boomers, etc.) annually during the term of this Agreement. TLFR Family Fun Activities~~
24 ~~services shall promote positive family relationship building. City shall maximize group events by~~
25 ~~encouraging non-funded partners to participate and provide in-kind services (e.g., during a~~
26 ~~parenting education workshop, children will attend an activity/event).~~

27 5.14.5 ~~TLFR Family Fun Activities shall be provided primarily at Sigler Park,~~
28 ~~the FRC, and/or at other community locations to be as needed and approved in advance and in~~

1 ~~writing by ADMINISTRATOR.~~

2 ~~5.14.6 — TLFR Family Fun Activities services shall address only the following~~
3 ~~PSSF category: TLFR~~

4 ~~5.8.1 City shall provide qualified TLFR Family Fun Activities Leader staff (e.g.,~~
5 ~~Childcare Worker, Community Volunteer Engagement Coordinator, Family Support Specialist,~~
6 ~~FRC Coordinator, and Information and Referral Specialist)~~The objective of Emergency Assistance
7 (EA) services is to help stabilize families in crisis due to inability to meet their basic needs.

8 5.8.2 City's EA services shall include an assessment of emergency needs. The
9 assessment shall be completed by the Information and Referral Specialist and include
10 recommendation(s) to meet the emergency needs of the PARTICIPANTS. Recommendations for
11 use of EA funds shall be in accordance with Subparagraph 6.4 of this Exhibit.

12 5.8.3 City shall provide EA services for a minimum of fifty (50) unduplicated
13 FAMILIES annually, no more than one (1) time for each FAMILY, during the term of this
14 Agreement.

15 5.8.4 City shall provide EA services primarily at the FRC and other community
16 locations, as needed. Services shall be offered during FRC hours of operation or at dates and times
17 convenient for the PARTICIPANT. City shall provide EA services continuously throughout the
18 term of this Agreement.

19 5.9 Other Services: School Time Off Program (City)

20 5.9.1 City shall provide School Time Off Program (STOP) services to children
21 ages six (6) to seventeen (17) years old, with financial, safety, supervision, and/or social skill
22 development needs, as identified by FRC staff.

23 5.9.2 City shall provide STOP services for a minimum of fifty (50) unduplicated
24 PARTICIPANTS annually. STOP services will provide PARTICIPANTS with a safe and
25 nurturing place during after-school and non-school hours. STOP services shall include, but not be
26 limited to, the following: recreation activities, academic enrichment, and life skills development.
27 Additionally, B&GCW shall provide twenty-five (25) scholarships annually, and Abrazar shall
28 provide twenty-five (25) scholarships annually, to STOP PARTICIPANTS.

1 5.9.3 City shall provide STOP services on non-school days (e.g. summer and
2 school breaks) throughout the term of this Agreement.

3 5.9.4 City shall provide STOP services at locations approved by
4 ADMINISTRATOR.

5 5.9.5 City shall provide qualified Youth Development Worker staff.

6 FAMILY STABILIZATION (FS) SERVICES

7 5.10 FS Family Support Services (HO)

8 FS Family Support Services are customized to meet each FS FAMILY's needs to
9 promote self-sufficiency. These services may include, but are not limited to: assessing family
10 needs; providing one-on-one support; assisting families in crisis; coordinating referrals; and
11 ensuring successful linkages and access to services. FS FAMILIES can further benefit from the
12 ongoing support created by the linkage between their family and the FRC.

13 5.10.1 The objectives of FS Family Support Services are as follows:

14 5.10.1.1 Provide effective coordination of case planning among
15 CalWORKs case managers and other service providers;

16 5.10.1.2 Promote knowledge of and provide linkages to resources,
17 services, and opportunities to improve self-sufficiency; and

18 5.10.1.3 Support families in following-through with recommended
19 services.

20 5.10.2 HO shall provide FS Family Support Services to a minimum of forty (40)
21 FS FAMILIES annually, as referred by SSA.

22 5.10.3 HO shall offer FS Family Support Services at the FRC, in the family's
23 home, or other community location, based on FS FAMILY's needs.

24 5.10.4 HO shall provide qualified, bilingual FS Family Support Advocate staff, as
25 specified in Subparagraph 15.7 of this Exhibit and who shall co-locate at a CalWORKs regional
26 office a minimum one (1) day per week or as required by COUNTY.

27 5.11 FS Emergency Assistance (HO)

28 5.11.1 The objective of FS Emergency Assistance (EA) services is to assess and

1 assist FS FAMILIES who may be in crisis due to their inability to meet their basic needs.

2 5.11.2 HO shall provide FS EA services to a minimum of thirty (30) FS FAMILIES
3 annually.

4 5.11.3 HO's FS EA services shall include an assessment of emergency needs. The
5 assessment shall be completed by the FS Family Support Advocate and include
6 recommendation(s) to meet the emergency needs of the FS FAMILY. Recommendations for use
7 of FS EA funds shall be in accordance with Subparagraph 6.4 of this Exhibit.

8 5.11.4 HO shall offer FS EA services at the FRC, in the family's home, or other
9 community locations, based on FS FAMILY's needs. Services shall be offered during FRC hours
10 of operation or at dates and times convenient for FS FAMILY. HO shall provide FS EA services
11 continuously throughout the term of this Agreement.

12 5.11.5 HO shall provide FS EA services that include an assessment of the FS
13 FAMILY's emergency needs. The assessment shall be completed by the FS Family Support
14 Advocate and include recommendation(s) to meet the emergency needs of the FS FAMILY.

15 5.11.6 HO shall complete the required forms referenced in Subparagraph 4.17 of
16 this Exhibit and the FS EA Tracking Log.

17 5.11.7 HO shall provide qualified, bilingual FS Family Support Advocate staff, as
18 specified in Subparagraph ~~14.19~~15.7 of this Exhibit.

19 5.12 FS Emergency Housing Assistance (HO)

20 5.12.1 The objective of FS Emergency Housing Assistance (EHA) services is to
21 assess and assist FS families in obtaining and/or maintaining housing. Funds may be disbursed in
22 increments based on FS FAMILY's need, urgency, and WTW participation.

23 5.12.2 HO shall provide FS EHA services to a minimum of thirty (30) FS
24 FAMILIES annually. FS FAMILIES must be participating in the CalWORKs FS Program and
25 experiencing a housing crisis that destabilizes the family and impairs the ability to participate in
26 WTW activities.

27 5.12.3 HO shall offer FS EHA services at the FRC, in the family's home, or other
28 community location, based on FS FAMILY's needs.

1 5.12.4 HO's FS EHA services shall include an assessment of emergency housing
 2 needs. The assessment shall be completed by the FS Family Support Advocate in consultation
 3 with CalWORKs FS Case Manager, contracted provider or COUNTY designated staff and include
 4 recommendation(s) to meet the emergency housing needs of FS FAMILY. The assessment and
 5 recommendation(s) shall be completed and submitted to the FRC Coordinator within twenty-four
 6 (24) hours. Recommendations for use of FS EHA funds shall be in accordance with Subparagraph
 7 6.4 of this Exhibit.

8 5.12.5 HO shall primarily provide FS EHA services at the FRC and other
 9 community locations, as needed. Services shall be offered during FRC hours of operation or at
 10 dates and times convenient for FS FAMILIES. FS EHA funds for approved FS FAMILIES shall
 11 be disbursed to the payee (i.e., landlord, property management, homeowner, etc.) within two (2)
 12 business days. HO shall provide FS EHA services continuously throughout the term of this
 13 Agreement.

14 5.12.6 HO shall complete the required forms referenced in Subparagraph 4.17 of
 15 this Exhibit and the FS EHA Tracking Log.

16 ~~5.14.7~~5.12.7 HO shall provide qualified, bilingual FS Family Support Advocate
 17 staff, as specified in Subparagraph 15.7 of this Exhibit.

18 6. ADDITIONAL CONTRACTOR RESPONSIBILITIES

19 In addition to providing the services described in Paragraph ~~5~~5 of this Exhibit~~-A~~,
 20 CONTRACTOR agrees to:

21 6.1 Provide a minimum of three (3) non-FaCT funded onsite services throughout the
 22 term of this Agreement.

23 ~~6.16.2~~ 6.2 Provide ADMINISTRATOR a bi-annual detailed marketing plan for each
 24 contracted service, and revise, if necessary, as requested by ADMINISTRATOR.

25 ~~6.26.3~~ 6.3 Actively engage the community, including local residents, faith-based groups,
 26 businesses, public and private organizations, civic groups, and others in the planning and
 27 implementation of services that promote the well-being, safety, and permanency of children,
 28 families, and communities.

1 6.4 CONTRACTOR shall use EA funds to meet the basic needs of PARTICIPANTS
 2 in support of services as described herein. Allowable costs include emergency food, emergency
 3 clothing, diapers, medicine, bus tickets to access services, safety items, one-time rent payment
 4 assistance, and one-time utility payment assistance. Other allowable costs are to be approved in
 5 advance and in writing by ADMINISTRATOR. All purchases from EA funds in excess of one
 6 hundred (\$100) dollars per PARTICIPANT must be requested in advance and in writing for
 7 approval by ADMINISTRATOR. CONTRACTOR shall research available community resource
 8 options prior to approving expenditures.

9 ~~6.36.5~~ Develop and maintain a Governance Structure document outlining resource
 10 sharing, accountability, decision-making strategies, and ~~a~~ conflict resolution plan. The
 11 Governance Structure shall include, but not be limited to, the addition and/or deletion of any
 12 Contractor Partner Agency(~~ies~~), ~~change of designated lead agent, and/or subcontractor(s)~~, ongoing
 13 community input and involvement, ~~principles of collaboration~~, and voting quorum (including what
 14 constitutes a quorum). FRC shall review and submit governance structure to ADMINISTRATOR
 15 by August 1st of each subsequent COUNTY fiscal year.

16 ~~6.46.6~~ Develop a ~~Community Engagement Advisory Committee (CEAC)~~ that shall meet
 17 a minimum of quarterly during the term of this Agreement. CEAC shall develop and advance a
 18 community agenda to affect community level change. The FRC will maintain a roster and a copy
 19 of minutes for all CEAC meetings. The composition of CONTRACTOR's CEAC shall vary,
 20 depending on the specific goals of, and the services to be provided by, the FRC. CEAC shall
 21 consist of community members such as parents, youths, teachers, school community liaisons,
 22 businesses professionals, religious community leaders, law enforcement, human and health service
 23 professionals, and city representatives. On an annual basis, CEAC shall assess, survey, and
 24 identify community strengths and needs to advocate for FRC services to meet community need ~~on~~
 25 ~~an annual basis~~; develop parent and youth leadership; and engage business community to provide
 26 tangible support and leadership. CEAC shall enlist broad community support and advocacy for
 27 the FRC by fundraising for the FRC and hosting events. A minimum of ~~one thousand~~ five hundred
 28 dollars (\$~~1,000~~500) shall be allocated to the CEAC within the FRC budget for the purposes of its

1 members to use for planning events, and other activities as deemed necessary by the CEAC
 2 committee. City shall provide a qualified Community Engagement ~~Volunteer~~ Coordinator staff as
 3 specified in Subparagraph ~~14.5~~15.3 of this Exhibit.

4 ~~6.5.6.7~~ Follow procedures provided by ~~Administrator~~ ADMINISTRATOR for reporting
 5 any special incidents that occur during CONTRACTOR's performance of duties under this
 6 Agreement, involving CONTRACTOR's staff, PARTICIPANTS, and/or property.

7 ~~6.5.16.7.1~~ City shall provide ~~a minimum of seventy-six (76) hours annually to~~
 8 ~~ehildcare~~ child care services at the FRC to children of parents attending FRC programs during FRC
 9 operating hours, continuously throughout the term of this Agreement, at dates and times
 10 convenient for PARTICIPANTS. Allowable costs include direct ~~ehildcare~~ child care services and
 11 purchases of cleaning supplies, snacks directly related to ~~ehildcare~~ child care services, activities,
 12 age appropriate toys, crafts, and games. ~~Childeare~~ Child care services shall be reimbursed based
 13 on actual hours worked. City shall provide ~~qualified Childeare Worker~~ child care staff ~~as specified~~
 14 ~~in Subparagraph 14.3~~ that are at least eighteen (18) years of this Exhibit age; possess a high school
 15 diploma or equivalent; have one (1) year of child care experience; possession of, or ability to obtain
 16 a valid Pediatric CPR and First Aid Certification prior to providing child care duties; and ability
 17 to deal with stressful situations.

18 7. FACILITIES

19 ~~6.6~~ — ~~CONTRACTOR shall use Emergency Assistance Funds to meet the basic needs of~~
 20 ~~clients in support of services as described herein. Allowable costs include emergency food,~~
 21 ~~emergency clothing, diapers, medicine, bus tickets to access services, safety items, one-time rent~~
 22 ~~payment assistance, and one-time utility payment assistance. Other allowable costs are to be~~
 23 ~~approved in advance and in writing by ADMINISTRATOR. All purchases from FRC Emergency~~
 24 ~~Assistance Funds in excess of one hundred (\$100) dollars per client shall be requested in advance~~
 25 ~~and in writing for approval by ADMINISTRATOR. CONTRACTOR shall research available~~
 26 ~~community resource options prior to approving expenditures.~~

27 7.1. FACILITIES

28 7.1 Westminster FRC is located at:

7200 Plaza Street
Westminster, CA 92683

~~Westminster, CA 92683~~

7.2 Administrative services under this Agreement shall be provided at Westminster FRC and:

City of Westminster
8200 Westminster Blvd.
Westminster, CA 92683

CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the facility(ies) and location(s) where services shall be provided without changing ~~the~~COUNTY’s maximum obligation, referenced in Subparagraph ~~20.1.22.1~~ of this Agreement.

8. DATA ENTRY AND DATA SUBMISSION REQUIREMENTS

8.1 ~~CONTRACTOR shall electronically track the type and amount of services provided to each PARTICIPANT by Contractor Partner Agencies and a minimum of two (2) required Non-FaCT Funded Partner Agency(ies). The FRC Designated Lead Agency~~CONTRACTOR shall maintain data that includes the types and amounts of services provided to each PARTICIPANT, assessment data, and key demographic items, including, but not limited to: family identifier, family member identifier, ethnicity, date of birth, sex, referral reason(s), services recommended, services provided, date service delivery begins, date service delivery ends, status indicators [e.g., previous abuse reports, existing health problems], and primary language spoken as determined by ADMINISTRATOR.

8.2 City shall be responsible for the integrity of all data. This includes ensuring all required PARTICIPANT and service data is entered and maintained in the FaCT database. Data for services incurred in the preceding month shall be available for review prior to the date of the regularly scheduled monthly steering committee meeting, or as requested by ADMINISTRATOR. Data includes monthly service grids, quarterly assessment reports, and other reports as required by ADMINISTRATOR.

~~8.28.3~~ FaCT utilizes a model developed by the Center for the Study of Social Policy called “Strengthening Families” to frame outcomes and evaluation data. This model, which has been

1 identified as preventing child abuse and neglect identifies the following five (5) protective factors:

2 ~~8.2.1~~8.3.1 Provide concrete support in times of need;

3 ~~8.2.2~~8.3.2 Increase parental resilience;

4 ~~8.2.3~~8.3.3 Increase knowledge of parenting and child development;

5 ~~8.2.4~~8.3.4 Support the social and emotional competence of children; and

6 ~~8.2.5~~8.3.5 Build parents' social connections.

7 ~~8.3~~8.4 -Services provided at the FRC fall under one (1) or more of the protective factors.

8 FaCT core services have their own measurement tool that shall be administered and used to collect
9 data and entered into the FaCT database. The current FaCT database system is a ~~Web~~web-based
10 ~~client~~PARTICIPANTS management system, managed by FaCT and its administrative contractor,
11 which provides contractual and outcome based reporting for each FRC. FRCs shall work closely
12 with ADMINISTRATOR to maximize utility and adhere to confidentiality within the data system.
13 FaCT shall provide technical assistance and training to the FRCs to ensure strong data collection
14 and outcome reporting.

15 ~~8.4.5 FRC direct services staff (e.g., Information and Resource Specialist, Family~~
16 ~~Support Specialist, etc.) shall~~ Direct service staff shall be responsible for entering
17 ~~client~~PARTICIPANT service and outcome data for FaCT funded ~~and a minimum of two (2)~~
18 ~~required non-FaCT funded~~ services into the FaCT ~~data system~~database. These include, but are not
19 limited to, the following:

20 ~~8.4.1~~8.5.1 ~~FRC-CMT Clinical Supervisor~~Facilitator shall administer, collect,
21 and enter the ~~FRC-CMT~~ tracking and assessment tool;

22 ~~8.4.2~~8.5.2 Family Support ~~Specialist~~Advocate shall administer, collect, and
23 enter the Family Development Matrix Tool(s);

24 ~~8.4.3~~8.5.3 Parenting Educator shall administer, collect, and enter the Parenting
25 Education Survey; and

26 ~~8.4.4~~ ~~OST Leader~~Direct service provider shall administer, collect, and enter
27 ~~FaCT Measurement tools; and,~~

28 ~~8.4.5~~8.5.4 ~~Direct service staff shall enter specific data collection information~~

~~and complete standardized assessment forms, FaCT~~the Registration Form,~~attendance sheets, and other documents required by ADMINISTRATOR.~~

~~8.58.6~~ In addition to the FaCT Registration form and/or FaCT Large Group Tracking form, the following assessment tool(s) required for each core service ~~includes~~include:

~~Core Service~~ Required Assessment Tool(s)

FRC & DR CMT	FRC & DR CMT Tracking & Outcomes Log
Information & Referral Services	Information & Referral Tracking Log
Family Support Services	Family Development Matrix
Counseling Services	Protective Factors Counseling Survey
Parenting Education	Protective Factors Parenting Survey
Personal Empowerment Program	PEP Pre/Post Test
Out of School Time Youth Program	To be determined (TBD)
TLFR Family Fun Activities	TBD
Foster & Adoptive Parent Recruitment	Large Group Tracking Log

~~8.68.7~~ The FRC Coordinator is responsible for ensuring data integrity and accurate data collection. FRC Coordinator shall also ensure that the data is entered correctly into the FaCT data system and within timelines required by ADMINISTRATOR. Contractor Partner Agencies are responsible for their own staff data collection, ensuring data integrity, and accurate submission to the FRC Coordinator.

~~8.78.8~~ FRCs can administer COUNTY-approved measurement tools (e.g., tracking logs, pre/post-tests, satisfaction surveys, etc.) to collect data on other services. ADMINISTRATOR shall provide CONTRACTOR a minimum of ten (10) business day notice in the event a measurement tool is changed.

~~8.88.9~~ The COUNTY measurement tools, referenced in Subparagraph ~~8.44.17~~ [of this Exhibit](#), are subject to change based on program and evaluation needs as defined by ADMINISTRATOR.

9. REPORTS

CONTRACTOR shall prepare and submit written reports in a format approved in writing by ADMINISTRATOR. Written reports include the Quarterly Assessment Report and the Monthly Service Grid.

9.1 Monthly Service Grid Reports shall be submitted to ADMINISTRATOR by the

1 twentieth (20th) day of each month for the preceding month of services. In the event the twentieth
 2 (20th) calendar day falls on a weekend or COUNTY holiday as specified in Subparagraph ~~3.23.2~~
 3 of this Exhibit, CONTRACTOR shall submit the Monthly Service Grid the next business day ~~to~~
 4 ~~ADMINISTRATOR~~.

5 9.2 CONTRACTOR shall complete the FaCT standardized Marketing Outreach Log
 6 and CEAC Data Form, and shall submit to ADMINISTRATOR quarterly, ten (10) calendar days
 7 following the end of each quarter.

8 9.3 CONTRACTOR shall provide information deemed necessary by
 9 ADMINISTRATOR to complete any state-required reports related to the services provided under
 10 this Agreement.

11 10. GOALS AND OUTCOME OBJECTIVES

12 10.1 A minimum of ninety percent (90%) of counseling PARTICIPANTS will complete
 13 a pre and post-test.

14 10.2 Family Support Advocate shall make efforts to contact one hundred percent (100%)
 15 of PARTICIPANTS referred to CMT a minimum of three (3) business days prior to their scheduled
 16 CMT to encourage attendance.

17 10.3 A minimum of ninety percent (90%) of participants receiving services at the FRC
 18 will complete a FaCT FRC Satisfaction Survey.

19 ~~10.11. UTILIZATION REVIEW~~

20 ~~10.11.1~~ CONTRACTOR and ~~ADMINISTRATOR~~ ~~shall meet upon~~
 21 ~~ADMINISTRATOR's request~~ designee shall meet at ~~CONTRACTOR's facility identified in~~
 22 ~~Paragraph 7 of this Exhibit~~ A least semi-annually to review and evaluate a random selection of
 23 ~~PARTICIPANT~~ family case records. The review ~~shall~~ may include, but is not limited to, an
 24 evaluation of the necessity, and appropriateness, ~~and length~~ of services provided. ~~PARTICIPANT~~
 25 and length of services. FAMILY cases to be reviewed shall be randomly selected by
 26 ~~COUNTY~~ ADMINISTRATOR and may include both open and closed cases.

27 11.2 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR'S
 28 facility referenced in Paragraph 7 of this Exhibit, with date and time determined at

ADMINISTRATOR'S discretion. ADMINISTRATOR may provide oral and/or written feedback regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take corrective action accordingly.

~~10.211.3~~ In the event CONTRACTOR ~~and~~ ADMINISTRATOR, ADMINISTRATOR and COUNTY's Children and Family Services staff representatives and/or ADMINISTRATOR's designee are unable to resolve differences of opinion regarding the necessity; and appropriateness; of services and length of services ~~provided~~, the dispute shall be submitted to COUNTY's Director of Children and Family Services for final resolution. Nothing in this subparagraph shall affect COUNTY's termination rights under Paragraph 43 of this Agreement.

~~11.12.~~ SUSTAINABILITY

~~11.12.1~~ CONTRACTOR agrees to demonstrate, throughout the term of this Agreement, the ability to integrate multiple public, private, and collaborative partner funding sources.

~~11.212.2~~ CONTRACTOR must provide ~~measureable~~ measurable goals that demonstrate resource leveraging and in-kind partnerships and/or grants based on service gaps and identified needs, specific to the community.

~~11.312.3~~ CONTRACTOR agrees to work with ADMINISTRATOR ~~and/or FaCT~~ in order to pursue long-term sustainability of ~~CONTRACTOR'S~~ CONTRACTOR's FaCT collaborative programs. This includes, but is not limited to, participation in the following:

~~11.3.112.3.1~~ Assessment of long-term need for and reasonableness of FaCT collaborative programs;

~~11.3.212.3.2~~ Training programs developed by or for FaCT;

~~11.3.312.3.3~~ Outreach activities initiated by FaCT staff or FaCT committees, as mutually agreed by CONTRACTOR and ADMINISTRATOR;

~~11.3.412.3.4~~ Research of other public/private funding sources and opportunities;

~~11.3.512.3.5~~ Pursuit of linkages with other partners, as appropriate; and

~~11.3.612.3.6~~ Development of marketing and community education materials as

1 mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

2 ~~11.4~~12.4 CONTRACTOR agrees to cooperate in these efforts, as well as
3 independently pursue opportunities to improve sustainability of their collaborative program.
4 Independent activities may include activities identified above as well as grant writing and engaging
5 in collaborative agreements with other integrated service initiatives.

6 ~~12.13.~~ MEETINGS AND TRAININGS:

7 ~~12.1~~13.1 CONTRACTOR shall ensure the FRC Coordinator participates in meetings
8 of all FaCT FRC Coordinators for the purpose of information sharing, joint problem solving,
9 identification of Best Practices, development of common approaches to case management and
10 intake, training, and other related matters. Meetings will occur a minimum of one (1) time per
11 month. ADMINISTRATOR will provide CONTRACTOR with detailed information regarding
12 meeting date(s) and location(s).

13 ~~12.2~~13.2 CONTRACTOR shall ensure appropriate CONTRACTOR staff
14 participates in all required trainings and/or meetings as identified by ADMINISTRATOR.
15 ADMINISTRATOR will provide CONTRACTOR with detailed information regarding
16 training/meeting date(s) and location(s).

17 ~~12.3~~13.3 Trainings eligible for reimbursement through this Agreement must be
18 approved in advance, in writing, by ADMINISTRATOR.

19 ~~12.4~~13.4 At the request of ADMINISTRATOR, CONTRACTOR shall attend
20 trainings presented or sponsored by COUNTY.

21 ~~13.14.~~ BUDGET

22 ~~13.1~~14.1 For ~~each of the five (5)~~three (3) COUNTY fiscal years (July 1 through June
23 30) included during the term of this Agreement, the maximum ~~annual~~ budget for services provided
24 pursuant to Exhibit A of this Agreement shall not exceed \$~~300,000.~~1,162,500.

25 ~~13.2~~14.2 ~~The~~In the event ADMINISTRATOR ~~and CONTRACTOR may agree,~~
26 ~~subject to advance written notice, to add, delete, modify, line item and/or amounts, and/or the~~
27 ~~number and type of FTE positions, specified in~~ reduces the ~~annual budget included in~~
28 ~~Subparagraph 13.9, without reducing the level of services to be provided or exceeding COUNTY's~~

1 maximum obligation as stated in Subparagraph 22.1 of this Agreement, CONTRACTOR and
 2 ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as
 3 set forth in this Exhibit.

4 14.3 The budget specified in Subparagraph 14.4 below, shall be for the period of July 1,
 5 2020, through June 30, 2023. Each period shall be defined as follows:

6 14.3.1 Year One shall be for the period of July 1, 2020, through June 30, 2021.

7 14.3.2 Year Two shall be for the period of July 1, 2021, through June 30, 2022.

8 14.3.3 Year Three shall be for the period of July 1, 2022, through June 30, 2023.

9 14.4 The budget for services provided pursuant to Exhibit A of this Agreement is set
 10 forth as follows:

<u>FRC Services</u>	<u>YEAR ONE</u>	<u>YEAR TWO</u>	<u>YEAR THREE</u>
<u>Direct Service Costs ⁽¹⁾</u>	<u>\$ 299,442</u>	<u>\$ 299,442</u>	<u>\$ 299,442</u>
<u>Indirect Costs ⁽²⁾</u>	<u>\$ 558</u>	<u>\$ 558</u>	<u>\$ 558</u>
<u>Total FRC Services Expense:</u>	<u>\$ 300,000</u>	<u>\$ 300,000</u>	<u>\$ 300,000</u>
<u>Family Stabilization Services</u>			
<u>FS Direct Service Costs ⁽¹⁾</u>	<u>\$ 78,750</u>	<u>\$ 78,750</u>	<u>\$ 78,750</u>
<u>FS Indirect Costs ⁽²⁾</u>	<u>\$ 8,750</u>	<u>\$ 8,750</u>	<u>\$ 8,750</u>
<u>Total FS Services Expense:</u>	<u>\$ 87,500</u>	<u>\$ 87,500</u>	<u>\$ 87,500</u>
<u>TOTAL MAXIMUM OBLIGATION:</u>	<u>\$ 387,500</u>	<u>\$ 387,500</u>	<u>\$ 387,500</u>

11 (1) Direct Service Costs are costs that are incurred and specifically allocable to the
 12 provision of services identified in this Agreement. Employee Benefits include contributions to
 13 401k or retirement plans; health insurance; dental insurance; life insurance; long-term disability
 14 insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax,
 15 and Workers' Compensation Tax, based on the currently prevailing rates; and expense for accrued
 16 vacation time payout, for a separated employee, limited to the actual vacation time accrued during
 17 the fiscal year in which the expense is claimed, minus the actual vacation time used by the
 18 employee during said fiscal year.

19 (2) Indirect Costs are costs that are incurred for an organization's common objectives and
 20 that cannot be readily identified with a particular final cost objective.

21 ~~13.3~~14.5 For the purpose of meeting specific program needs, CONTRACTOR may
 22 request to reallocate funds between budgeted line items by utilizing a Budget Modification Request
 23
 24
 25
 26
 27
 28

1 form provided by ADMINISTRATOR, which shall include a justification narrative specifying the
 2 purpose of the request, the amount of said funds to be reallocated, and the sustaining annual impact
 3 as applicable to the current and subsequent fiscal years. CONTRACTOR shall obtain advance
 4 written approval from ADMINISTRATOR for any Budget Modification Request prior to
 5 implementation. Failure to obtain advance written notice approval for any proposed Budget
 6 Modification Request may result in disallowance of reimbursement for those costs.

7 14.6 In the event CONTRACTOR identifies savings within their budget,
 8 CONTRACTOR shall prioritize and utilize funding to meet the service requirements identified in
 9 Paragraph 5 of this Exhibit before adding new services and/or programming.

10 ~~13.4~~14.7 In the event the budget shown in Subparagraph ~~13.9~~14.4 of this Exhibit is
 11 modified, the modified budget shall remain in effect for the remainder of the ~~contract term~~fiscal
 12 year, unless superseded by subsequent budget modification(s) that have been approved in writing
 13 by ADMINISTRATOR. For example, if Budget Modification #1 is approved on ~~March~~August
 14 ~~15, 2016~~2020, the modified budget will remain in effect until Budget Modification #2 is requested
 15 and approved in writing. ~~The annual budget beginning on July 1st of each fiscal year shall be~~
 16 ~~identical to the most recently modified annual budget. Under no circumstances shall funds unspent~~
 17 ~~in one fiscal year carry over to another fiscal year.~~

18 ~~13.5—It is anticipated multiple budget modifications will occur during the term of this~~
 19 ~~Agreement. When appropriate, CONTRACTOR will delay submitting a Budget Modification~~
 20 ~~Request until multiple changes can be incorporated into a single Budget Modification Request~~
 21 ~~versus submitting several Budget Modification Requests that include a single line item change.~~

22 ~~13.6—For purposes of this Agreement, Direct Services Expense is defined as an non-~~
 23 ~~administrative expense required to provide goods or services for the direct benefit of~~
 24 ~~PARTICIPANTS. Examples include, but are not limited to: parent education handbooks, chore~~
 25 ~~charts, art materials, water and snacks for PARTICIPANT consumption, incentives for clients to~~
 26 ~~attend events, etc.~~

27 ~~13.7—For purposes of this Agreement, Program Expense is defined as an administrative~~
 28 ~~expense required for overall service delivery rather than an expense benefitting an individual~~

~~PARTICIPANT. Examples include, but are not limited to: marketing materials, display boards, educational DVDs and video equipment to broadcast, parent education curriculums, educational books/reference material to be used by CONTRACTOR's staff, furniture, volunteer staff recognition events, etc. Program Expense is administrative in nature.~~

~~13.8 — Budget Modification Requests will be considered for approval when such requests are to reallocate funds within a similar category such as reallocating unused funds from a direct service salary position to a new direct participant service (i.e., Life Skills Workshop) or reallocating unused Office Supply funds to increase an Insurance line item. Funds may not shift from a direct service line item to an administrative line item.~~

~~13.8.1 — Consideration for an exception to the provision described in Subparagraph 13.7 will be considered on a case-by-case basis and shall be approved at the sole discretion of COUNTY.~~

~~13.9 — In the event ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Exhibit.~~

~~13.10 — To ensure a meaningful collaboration among Contractor Partner Agencies and decision making, no single Contractor shall have more than fifty one percent (51%) of the total collaborative FRC budget. Exception to the fifty one percent (51%) maximum may include:~~

~~13.10.1 — Contractor is a governmental and/or public agency, and/or single partner is providing more than fifty one percent (51%) of the total collaborative services.~~

~~13.10.2 — Contractor receiving more than fifty one percent (51%) of the total FRC collaborative budget must provide a proportional share of the total FRC collaborative services.~~

~~13.11 — The annual budget for services provided pursuant to Exhibit A of this Agreement is set forth as follows:~~

<u>SALARIES</u>	<u>FTE</u> ⁽¹⁾	<u>Hourly Maximum Rate</u> ⁽²⁾	<u>Budget</u>
<u>City of Westminster (City)</u> ⁽⁵⁾			
<u>Community Engagement Volunteer Coordinator (Svcs. 5.4, 5.14, 6.1.4)</u>	0.50	\$20.00	\$18,720

1	Family Support Specialist (Eng/Spa)(Sves. 5.3, 5.14)	0.7375	22.75	28,042
2				
3	Family Support Specialist (Eng/Viet)(Sves. 5.3, 5.14)	0.2625	22.75	8,851
4	FRC Coordinator (Sves. 5.4, 5.14)	1.00	35.56	72,504
5	Information Referrals & Specialist (Eng/Spa) (Sve. 5.6)	0.50	15.32	14,477
6	Information Referrals & Specialist (Eng/Viet) (Sves. 5.6, 5.14)	0.50	15.32	13,749
7	OST Youth Leader (Sves. 5.11, 5.14, 6.2)	0.50	14.97	13,447
8	—SUBTOTAL City SALARIES:			\$169,790
9	City Benefits (2%)(3)(4)			\$3,396
10	—SUBTOTAL City SALARIES AND BENEFITS:			\$173,186
11	<u>Interval House (IH)</u> (5)			
12	PEP Instructor (Sve. 5.13)	0.30	20.75	\$12,748
13	—SUBTOTAL IH SALARIES:			\$12,748
14	IH Benefits (20 %)(3)(4)			2,677
15	—SUBTOTAL IH SALARIES AND BENEFITS:			\$15,425
16	<u>Western Youth Services (WYS)</u> (5)			
17	Clinical Supervisor (Sve. 5.1)	0.05	34.85	\$3,624
18	CMT Clinical Supervisor (Sve. 5.5)	0.10	34.85	7,248
19	Counselor (Sve. 5.2)	0.60	26.44	32,996
20	Program Director	0.0125	34.85	906
21	—SUBTOTAL WYS SALARIES:			\$44,774
22	WYS Benefits (21%)(3)(4)			9,403
23	—SUBTOTAL WYS SALARIES AND BENEFITS:			\$54,177
24	<u>PARTICIPANT RELATED SERVICES AND EXPENSE</u>			
25	City CEAC			\$1,500
26	City Direct Service Expense			2,000
27	City Emergency Assistance (sve. 6.3)			2,200
28	City Parenting—WSD (Sve. 5.12)			2,000
29	City Health & Education Services (Sve. 5.9)			8,000
30	Abrazar Dental (Sve. 5.7)			5,000
31	Abrazar Emergency Food (Sve. 5.8)			5,000
32	Boy & Girl Club of Westminster STOP Program (Sve. 5.10)			9,000
33	Boys Town CA Parenting Workshops (Sve. 5.12)			6,000
34	IH Direct Service Expense			670

1	WYS Direct Service Expense	<u>75</u>
2	—SUBTOTAL PARTICIPANT RELATED SERVICES AND EXPENSES	\$41,445
3	ADMINISTRATIVE SERVICES AND SUPPLIES⁽⁵⁾	
4	SERVICES	
5	WYS Independent Audit	\$240
6	SUPPLIES	
7	City Program Expense	3,300
8	City Offices Supplies	1,000
9	City Postage	500
10	WYS Office Supplies	<u>75</u>
11	—SUBTOTAL ADMINISTRATIVE SERVICES AND SUPPLIES:	\$5,115
12	OPERATING EXPENSES⁽⁵⁾	
13	City Equipment Lease/Rental/Copy Machine	\$1,600
14	City Mileage ⁽⁶⁾	650
15	City Staff Training	840
16	City Telephone/Internet	1,100
17	WYS Insurance	300
18	WYS Mileage ⁽⁶⁾	400
19	WYS Staff Training	<u>200</u>
20	—SUBTOTAL OPERATING EXPENSES	\$5,090
21	INDIRECT COSTS	
22	WYS Indirect Cost	<u>\$5,562</u>
23	—SUBTOTAL INDIRECT COSTS	\$5,562
24	—SUBTOTAL ALL SALARIES, BENEFITS, SERVICES, SUPPLIES, OPERATING EXPENSES AND INDIRECT COSTS	\$300,000
25	—MAXIMUM COUNTY OBLIGATION	\$300,000

15. STAFF

CONTRACTOR shall provide the following described staff positions continuously throughout the term of the Agreement:

<u>Position</u>	<u>FTE ⁽¹⁾</u>	<u>Maximum Hourly Rate ⁽²⁾</u>
<u>CMT Clinical Supervisor</u>	<u>0.10</u>	<u>\$29.00</u>
<u>Community Engagement Coordinator</u>	<u>0.45</u>	<u>\$20.00</u>
<u>Counselor</u>	<u>0.60</u>	<u>\$27.00</u>
<u>Family Support Advocate</u>	<u>1.2625</u>	<u>\$22.75</u>
<u>FRC Coordinator</u>	<u>1.00</u>	<u>\$37.00</u>

<u>FS Family Support Advocate</u>	<u>1.00</u>	<u>\$22.00</u>
<u>Information and Referral Specialist</u>	<u>1.00</u>	<u>\$16.54</u>

(1) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this Agreement, regardless of the number of hours actually worked.

(2) Maximum hourly rate which will be permitted during the term of this Agreement; employees may be paid at less than maximum hourly rate.

~~(3) Employee Benefits may include contributions to 401k or retirement plans; health insurance; dental insurance; life, vision insurance; long term/short term disability insurance; life and disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Worker's Compensation Tax, based on the currently prevailing rates, and vacation/sick time accrual as specified in footnote four (4) below. City's overall benefit rate shall not exceed (2)% of actual salary expense claimed. IH's overall benefit rate shall not exceed (20)% of actual salary expense claimed. WYS' overall benefit rate shall not exceed (21)% of actual salary expense claimed. Abrazar and B&GCW shall not claim any benefits.~~

~~(4) An actual expenditure for a vacation/sick time accrual payment, paid to an employee upon separation in accordance with CONTRACTOR's established policy, will be included as an itemized amount on the Salary and Benefit Worksheet submitted as part of CONTRACTOR's monthly invoice packet. The amount eligible for reimbursement shall be limited to the amount of vacation/sick time earned by the employee during the COUNTY fiscal year in which the claim is made, minus any vacation/sick time the employee used during the same fiscal year. For example, if an employee separates on February 15, 2016, the vacation/sick time accrual amount eligible for reimbursement through the Agreement shall be based upon the period of July 1, 2015 through February 15, 2016 only.~~

~~(5) Administrative costs are defined as those costs not solely related to direct services to clients, supervision and program costs (e.g., executive director oversight, technology services, accounting, payroll, etc.) shall be held to no more than fifteen percent 15% of total gross program~~

1 ~~costs.~~

2 ~~(6) Mileage is limited to the amount allowed by Internal Revenue Service.~~

3 ~~14.1. STAFF~~

4 ~~14.1.1~~ 15.1 ~~Recruitment Practices:~~

5 ~~14.1.1~~ 15.1.1 CONTRACTOR shall use a formal recruitment plan, which
6 complies with ~~Federal~~ federal and State employment and labor regulations. CONTRACTOR shall
7 hire staff with the education, language skills, and experience necessary to appropriately perform
8 all functions as described in this Agreement.

9 15.1.2 CONTRACTOR shall notify ADMINISTRATOR, in writing, no later than
10 seventy-two (72) hours of any staffing vacancies or filling of vacant positions that occur during
11 the term of this Agreement. For resignations, CONTRACTOR's notification shall include
12 employee's name, position title, date of resignation, a description of planned recruitment activities,
13 and the CONTRACTOR's contingency plan to cover services during the vacancy. For new hires,
14 CONTRACTOR's notification shall include candidate's resume or application, position title, and
15 date of hire.

16 ~~14.1.2~~ 15.1.3 The number of direct service bilingual staff ~~shall~~ proposed should
17 include how staffing will meet the needs of the community to be served.

18 ~~14.1.3~~ 15.1.4 CONTRACTOR may be required to submit employer's bilingual
19 certification criteria and/or test results to ADMINISTRATOR.

20 ~~14.2~~ ~~CONTRACTOR shall specify the FTE percentage for each service for staff that~~
21 ~~provides more than one service. The combined FTE for any individual staff may not exceed a 1.0~~
22 ~~maximum.~~

23 ~~//~~

24 ~~CONTRACTOR shall provide the following described staff positions:~~

25 ~~14.3~~ ~~Childcare Worker (City):~~

26 ~~14.3.1~~ ~~Duties:~~ ~~Provide childcare activities at the FRC to children of~~
27 ~~PARTICIPANTS attending FRC services, communicate with FRC Coordinator and agency~~
28 ~~supervisor, attend all required meetings and trainings, and complete required documents.~~

~~14.3.2 CMT Qualifications: High school diploma or equivalent and one (1) year of childcare experience, including working with infants. Ability to deal with stressful situations and be creative and energetic. Proficiency in English is required and bilingual, based on community language need, is preferred.~~

~~14.4.1.2~~ Clinical Supervisor (WYS):HO

~~14.4.1 Duties: Provide individual and group supervision as applicable, clinical supervision for counseling services, case consultation to FRC staff as needed, monitor cases, be available for crisis and clinical consultation as needed, review documents for clinical content, verify the laws of confidentiality, and ensure that child and elder/dependent adult abuse reporting are followed up on every case consult. Ensure accuracy of paperwork and data entered into the FaCT-approved database and attend all required meetings and trainings.~~

15.2.1 Duties: A licensed clinician shall facilitate case management team group process, ensure thorough assessment and linkages for families to resources, and ensure team and/or staff members follow up on all mandated reporting requirements. Responsibilities include, but are not limited to: verify and track attendance of required CMT members; ensure PARTICIPANT confidentiality/release forms are signed by PARTICIPANT and CMT members; review the laws of confidentiality and child and elder/dependent adult abuse reporting on an annual basis, and ensure compliance for each case presented; ensure all CMT cases conferenced are multiple needs cases (i.e., not just information and referral); facilitate weekly review of CMT cases, including a thorough assessment of needs, treatment plan, follow up plan, and termination; provide and coordinate ongoing cross-training to CMT on clinical training needs; ensure families are invited to the CMT meetings; maintain weekly case logs and registration forms for each case conferenced at CMT; complete standardized CMT assessment tools, ensuring COUNTY required CMT data is accurately entered into FaCT database; and actively engage new collaborative partners and/or other COUNTY agency representatives to conference cases that would benefit families.

~~14.4.2~~ 15.2.2 Qualifications: A Licensed Clinical Social Worker (LCSW), Marriage and Family Therapist (MFT), or Licensed Clinical Psychologist and a. A minimum of two (2) years one (1) year of clinical supervision group/meeting facilitation experience. Proficiency

1 and proficiency in English is required.

2 15.3 Community Engagement ~~Volunteer~~Coordinator (City)

3 The Community Engagement Coordinator ~~(City):~~shall not be a current member of
4 the CEAC.

5 ~~14.4.3~~15.3.1 Duties: ~~Assist~~To assist in advocacy for the expansion of the FRC
6 CEAC; and Youth Action Council programs; and activities focusing on issues that affects the
7 health, well-being, and public safety of residents in the FRC community. Oversee community
8 organizing, volunteer recruitment and training, problem solving, and developing and
9 implementing an outreach plan. ~~Support~~In addition, support the efforts of local programs to
10 explore donation and service opportunities for the FRC; ~~;~~ develop and promote FRC volunteer
11 project activities; ~~;~~ develop and maintain regular contact with community organizations; ~~;~~
12 coordinate and communicate with FRC Coordinator, attend all required meetings and trainings,
13 administer FaCT-approved measurement tools, and enter the results into the FaCT database.

14 15.3.2 Qualifications:

15 ~~14.4.4~~ Option One (1): ~~Bachelor's~~An Associate's degree or
16 sixty (60) college units in human services or related field from an accredited college/university;
17 ~~two (2) years one (1) year~~ of experience ~~working with at risk families and the community,~~
18 including ~~one (1) year~~ leadership/supervisory experience; ~~knowledge of public and private social,~~
19 providing direct services ~~agencies, community resources, including Federal and State programs;~~
20 ~~capable of relating well to individuals from diverse backgrounds, cultures, varied income, and~~
21 ~~education levels; and computer competency. Proficiency in English is required, and bilingual,~~
22 ~~based on community language need, is preferred.~~

23 ~~Qualifications Option Two (2): Five (5) years of experience working with at risk families~~
24 ~~and the community, including one (1) year supervisory experience; knowledge of public and~~
25 ~~private social services agencies, community resources, including Federal and State program~~the
26 target population; capable of relating well to individuals from diverse backgrounds, cultures,
27 varied income, and education levels; and computer competency. Proficiency in English is
28 required. Based on community need, bilingual proficiency may be required; or

Option Two (2): Three (3) years of experience, including one (1) year of leadership/supervisory experience, providing direct services to the target population; capable of relating well to individuals from diverse backgrounds, cultures, varied income, and education levels; and computer competency. Proficiency in English is required, ~~and bilingual, based.~~ Based on community language-need, is preferred bilingual proficiency may be required.

~~14.5~~ 15.4 ~~Counselor (WYS):~~ HO

~~14.5.1~~ 15.4.1 Duties: ~~Provide counseling services~~ The counselor shall: provide therapy, including assessment, treatment planning, termination, and documentation. ~~Administer FaCT approved pre/post;~~ communicate applicable case related information to SSA staff, as requested; and complete FaCT designated measurement tools and enter ~~results~~ all required data into the FaCT database.

~~14.5.2~~ 15.4.2 Qualifications: Licensed clinician; ~~or under the supervision of a licensed clinician or a qualified mental health professional under~~ an intern registered with the State of California Department of Consumer Affairs, Board of Behavioral Sciences (BBS). All interns must be receiving direct clinical supervision ~~including MFT Intern, Academy of Certified Social Workers with addition of Masters in Social Work Intern or MFT Trainee enrolled in an accredited graduate program under clinical supervision.~~ accordance with BBS requirements. Proficiency in English ~~and bilingual, based~~ is required. Based on community language-need, is bilingual proficiency may be required.

~~14.6~~ ~~Dentist (Abrazar):~~

15.5 Family Support Advocate (City)

~~14.6.1~~ ~~Duties:~~ Responsible for ~~providing comprehensive dental examinations and x-rays; diagnosing dental disease; developing and explaining treatment plans; obtaining informed consent; providing services in periodontics, restorative, endodontic, prosthodontics, and surgical areas; referring patients to specialists as needed; providing Dental Education Program services; providing translation services as appropriate; and completing required documentation.~~

~~14.6.2~~ ~~Qualifications:~~ ~~Licensed California dentist and three (3) years of experience in providing general dentistry services to children and adults.~~ Proficiency in English

1 ~~is required and bilingual in Spanish or Vietnamese is preferred.~~

2 ~~14.7 Dental Assistant (Abrazar):~~

3 ~~14.7.1 Duties: Responsible for greeting patients, escorting patients to~~
 4 ~~treatment room(s), explaining procedures, taking x-rays as directed by dentist, assisting dentist in~~
 5 ~~chair side procedures, providing Dental Education Program services, providing translation~~
 6 ~~services for patients as needed, and following infection control, sterilization, and safety~~
 7 ~~procedures.~~

8 ~~14.7.2 Qualifications: High school diploma or equivalent, dental assistant~~
 9 ~~certificate or license from an accredited community college, one (1) year experience working as a~~
 10 ~~dental assistant, and one (1) year of experience working with children, adults, and low income~~
 11 ~~populations. Proficiency in English is required and bilingual in Spanish or Vietnamese is~~
 12 ~~preferred.~~

13 ~~14.8 Family Support Specialist (City):~~

14 ~~14.8.1~~15.5.1 Duties: Assess needs and assist families to access servicing all Family
 15 Support Services referrals. Services shall include, but not limited to: assessing family strengths
 16 and needs; linkages to ~~resources to meet needs, including court ordered families to facilitate family~~
 17 ~~reunification;~~ case planning; participate in CMT meetings; compile and maintain in-home services;
 18 communicating applicable case related information to SSA staff, as requested; compiling and
 19 maintaining records; ~~prepare~~preparing reports; ~~collect and input~~ presenting cases at CMT
 20 meetings; completing FaCT designated measurement tools and entering all required data into the
 21 FaCT database; and ~~attend~~attending all required FaCT meetings and trainings.

22 15.5.2 Qualifications: Qualifications

23 Option One (1): Bachelor's degree in human services or related field from
 24 an accredited university, ~~knowledge of the child welfare system, and two (2) years of experience~~
 25 ~~working directly with families in crisis and the community. Proficiency in English and bilingual,~~
 26 ~~based.~~ Proficiency in English is required. Based on community ~~language~~ need, is bilingual
 27 proficiency may be required; or

28 ~~14.8.2 Qualifications:~~ Option Two (2): A minimum of ~~five (5)~~ three (3)

1 years of experience ~~working with families in crisis and~~ providing direct services to the community,
2 and knowledge of the child welfare system.

3 ~~14.9 — Foster and Adoptive Parent Recruiter (City):~~

4 ~~14.9.1 — Duties: Responsible for promoting, at community events/workshops~~
5 ~~and other local community events in collaboration with ADMINISTRATOR, the need for foster~~
6 ~~and adoptive resources for children in need of a permanent home.~~

7 ~~14.9.2 — Qualifications: High school diploma or equivalent, one (1) year of~~
8 ~~experience working directly with families in crisis and community, knowledge of local resources,~~
9 ~~excellent customer service skills, and computer competency.~~ target population. Proficiency in
10 English ~~and bilingual, based~~ is required. Based on community ~~language-need, is required.~~

11 ~~##~~

12 ~~14.10 — FRC CMT Clinical Supervisor (WYS):~~

13 ~~14.10.1 — Duties: Facilitate case management team group process, ensure~~
14 ~~thorough assessment and linkages for families to resources, and ensure team and/or staff members~~
15 ~~follow up on all mandated reporting requirements. Responsibilities include, but are not limited to:~~

16 ~~14.10.1.1 Verify and track attendance of required FRC CMT members;~~

17 ~~14.10.1.2 Ensure PARTICIPANT confidentiality/release forms are~~
18 ~~signed by PARTICIPANT and FRC CMT members;~~

19 ~~14.10.1.3 Review the laws of confidentiality and child, elder/dependent~~
20 ~~adult abuse reporting on an annual basis and ensure compliance for each case presented;~~

21 ~~14.10.1.4 Ensure all FRC CMT cases conferenced are multiple needs~~
22 ~~eases (i.e., not just information and referral);~~

23 ~~14.10.1.5 Facilitate weekly review of FRC CMT cases, including a~~
24 ~~thorough assessment of needs, treatment plan, and termination;~~

25 ~~14.10.1.6 Provide and coordinate ongoing cross-training to FRC CMT~~
26 ~~on clinical training needs;~~

27 ~~14.10.1.7 Ensure families are invited to the FRC CMT meetings;~~

28 ~~14.10.1.8 Maintain a binder of weekly case logs and registration forms~~

~~for each case conferenced at FRC CMT;~~

~~Complete standardized FRC CMT assessment tools, ensuring COUNTY bilingual proficiency may be required FRC CMT data is accurately entered into FaCT database; and.~~

~~14.10.1.9 Actively engage new collaborative partners and/or other COUNTY agency representatives to conference cases that would benefit families.~~

~~14.10.2 Qualifications: LCSW, MFT, or Licensed Clinical Psychologist. A minimum of one (1) year of group/meeting facilitation experience is preferred. Proficiency in English is required.~~

~~14.11~~15.6 FRC Coordinator (City):

~~14.11.1~~15.6.1 ~~Duties:~~Duties: FRC Coordinator's work schedule shall be consistent with FRC operating hours and their workspace shall be located at the FRC. Perform a variety of administrative functions; including: coordinate service providers; supervise FRC staff; oversee the day-to-day operation of the FRC-operations; compile statistical and financial data for various reports; facilitate ~~CEAC~~ community involvement in the CEAC; coordinate governance and policy procedure development; coordinate ~~staff~~ training opportunities for staff; prepare and monitor program budget; perform outreach to community businesses and schools; market FRC services; ~~provide outreach; respond to~~ within the community; initiate outreach to new partners and service providers; address public ~~inquires on FRC~~inquiries regarding services, procedures, operations; and regulations; facilitate FRC partners and staff meetings and ensure completion of meeting minutes; complete all required documentation; attend ~~all~~ required FaCT meetings and trainings; and perform related duties as assigned.

15.6.2 ~~Qualifications~~Qualifications:

Option One (1): Bachelor's degree (Master's degree preferred) in social work, sociology, psychology, or related field from an accredited university and two (2) years of experience ~~working with at risk families and the community; knowledge of the child welfare system~~providing direct services to the target population; capable of relating well to individuals from diverse backgrounds, cultures, varied income, and education levels; leadership and/or supervisory experience; ability to work successfully in a collaborative environment; attention to

1 detail; and computer competency. Proficiency in English is required. Based on community need,
 2 bilingual proficiency may be required; or

3 14.11.2— Option Two (2): A minimum of five (5) years of experience
 4 providing direct services to the target population; capable of relating well to individuals from
 5 diverse backgrounds, cultures, varied income, and education levels; ~~supervisory experience in~~
 6 ~~management; ability to work successfully in a collaborative environment; attention to detail; and~~
 7 ~~computer competency. Proficiency in English is required and bilingual, based on community~~
 8 ~~language need, is preferred.~~

9 ~~Qualifications Option Two (2): A minimum of five (5) years of experience working with at risk~~
 10 ~~families and the community; knowledge of the child welfare system; capable of relating well to~~
 11 ~~individuals from diverse backgrounds, cultures, varied income, and education levels;~~leadership
 12 and/or supervisory experience; ability to work successfully in a collaborative environment;
 13 attention to detail; and computer competency. Proficiency in English is required ~~and bilingual,~~
 14 ~~based.~~ Based on community language need, is preferredbilingual proficiency may be required.

15 15.7 FS Family Support Advocate (HO)

16 15.7.1 Duties: Responsible for serving all Family Support Services referrals.
 17 Services shall include, but not limited to: assessing family strengths and needs; linkages to
 18 resources; case planning; in-home services; communicating applicable case related information to
 19 SSA staff, as requested; compiling and maintaining records; preparing reports; presenting cases at
 20 CMT meetings; completing FaCT designated measurement tools and entering all required data
 21 into the FaCT database; and attending all required FaCT meetings and trainings.

22 15.7.2 Qualifications:

23 Option One (1): Bachelor's degree in human services or related field from
 24 an accredited university. Proficiency in English is required. Based on community need, bilingual
 25 proficiency may be required; or

26 Option Two (2): A minimum of three (3) years of experience providing
 27 direct services to the target population. Proficiency in English is required. Based on community
 28 need, bilingual proficiency may be required.

~~14.12~~15.8 Information and Referral Specialist (City):

~~14.12.1~~15.8.1 Duties: ~~Respond~~Responsible for responding to walk-in, call-in, and referred PARTICIPANTS seeking community resources. Assess ~~PARTICIPANT's~~PARTICIPANTS's immediate needs; ~~provide linkage to service providers; refer and make referrals~~ to appropriate resources; ~~perform outreach to community, business and schools; collect and input data into FaCT database; promote FRC program services; assist in evaluation of PARTICIPANT needs; represent FRC at community events, maintain required documentation; and collect and input data into FaCT.~~ Administer FaCT-approved tracking tool and enter results into the FaCT database.

~~14.12.2~~—Qualifications: High school diploma or equivalent, one (1) year of customer service experience working directly with ~~families in crisis and community, knowledge of local resources, excellent customer service skills~~the public, and computer competency. ~~Proficiency in English and bilingual, based on community language need, is required.~~

~~14.13~~ Nutritional Aide (Abrazar):

~~14.13.1~~—Duties: ~~Responsible for overseeing emergency food program, ordering food, verifying food invoices, stocking warehouse, completing required documentation, and attending required meetings~~ (i.e., knowledge and training.

~~14.13.2~~—Qualifications: ~~High school diploma or equivalent~~ability to use computers and ~~one (1) year of experience working with varied age groups.~~ Proficiency in English is required and bilingual in Spanish is preferred.

~~14.14~~ Out-of-School-Time Youth Leader (City):

~~14.14.1~~—Provide supervision and OST activities to children and youth based on community need, monitor attendance, and ensure the health and safety of the children is maintained at all times. Coordinate and communicate with FRC Coordinator, attend all required meetings, administer FaCT-approved measurement tools, and enter results into the FaCT-approved database.

~~14.14.2~~15.8.2 Qualifications: ~~High school diploma or equivalent, twelve (12) units of child development or related course work, and one (1) year of experience working with~~

1 ~~children is required.~~related technology). Proficiency in English is required,~~and bilingual, based.~~
2 Based on community ~~language need, is preferred~~bilingual proficiency may be required.

3 ~~14.15 Parenting Educator (City/WSD):~~

4 ~~14.15.1 Duties: Teach parenting education classes, administer FaCT-approved~~
5 ~~pre/post measurement tools, and enter the results into the FaCT Database.~~

6 ~~14.15.2 Qualifications: Possess twelve (12) units of college education in child~~
7 ~~development, psychology, sociology, social work, or related field; one (1) year of experience~~
8 ~~working in the human services field; and be trained and/or certified to provide the~~
9 ~~CONTRACTOR's chosen evidence based or evidenced informed curriculum. Proficiency in~~
10 ~~English and bilingual, based on community language need, is required is required.~~

11 ~~14.16 Parent Educator (BTC):~~

12 ~~14.16.1 Duties: Teach Common Sense Parenting classes, administer FaCT-~~
13 ~~approved pre/post measurement tools, and enter results into the FaCT Database.~~

14 ~~14.16.2 Qualifications: Possess twelve (12) units of college education in child~~
15 ~~development, psychology, sociology, social work, or related field; one (1) year of experience~~
16 ~~working in the human services field; and be trained and/or certified to provide the~~
17 ~~CONTRACTOR's chosen evidence based or evidenced informed curriculum. Proficiency in~~
18 ~~English and bilingual, based on community language need, is required is required.~~

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21 ~~14.17 PEP Instructor (IH):~~

22 ~~14.17.1 Duties: Provide and instruct PEP educational services, administer~~
23 ~~FaCT-approved pre/post measurement tools, and enter results into the FaCT Database.~~

24 ~~14.17.2 Qualifications: PEP-certified instructor shall possess a minimum of two~~
25 ~~(2) years of experience working with domestic violence families, forty (40) hours of Domestic~~
26 ~~Violence Prevention training, eight (8) hours of Child Abuse Prevention and Reporting Training,~~
27 ~~completion of Personal Empowerment Program Training, and a valid Domestic Violence~~
28 ~~Advocate Certificate is required. Proficiency in English and bilingual, based on community~~

1 language need, is required.

2 ~~14.18 TLFR Family Fun Activities Leader (City):~~

3 ~~14.18.1 Duties: Provide supervision and TLFR Family Fun Activities to~~
4 ~~children and youth in the reunification process, monitor attendance, and ensure the health and~~
5 ~~safety of the children is maintained at all times. Coordinate events with FRC Coordinator, attend~~
6 ~~all required meetings, administer FaCT-approved measurement tools, and enter results into the~~
7 ~~FaCT-approved database.~~

8 ~~14.18.2 Qualifications: A minimum of twelve (12) units of college education in~~
9 ~~child development, education, psychology, sociology, social work, health, recreation, business, or~~
10 ~~related field; one (1) year of experience working with families and/or children; and one (1) year of~~
11 ~~experience facilitating groups and/or workshops. Proficiency in English is required and bilingual,~~
12 ~~based on community language need, is preferred.~~

13 ~~14.19 Program Director (WYS):~~

14 ~~14.19.1 Duties: Responsible for overseeing all WYS services contracted with~~
15 ~~FaCT, supervise FaCT contracted staff, complete required documents, and attend all required~~
16 ~~meetings.~~

17 ~~14.19.2 Qualifications: Minimum of two (2) years post licensure; maintain a~~
18 ~~current California Licensure as LCSW, MFT, or Psychologist; abide by ethical standards as set~~
19 ~~forth by the Board of Behavioral Science (BBS) and professional association to which Program~~
20 ~~Director belongs to; experience in the administration of mental health services with a strong~~
21 ~~preference for administering multidisciplinary mental health services; ability to provide competent~~
22 ~~and clear direction/leadership to mental health team; experience working with allied professionals;~~
23 ~~ability to interface with County and school district staff; and an extensive working knowledge of~~
24 ~~clinical standards of child abuse reporting and program development.~~

25 ~~14.20 Youth Development Worker (City):~~

26 ~~14.20.1 Duties: Responsible for establishing School Time Off Program setting~~
27 ~~that insures the health and safety of participants; implementing School Time Off Program~~
28 ~~activities, coordinating transportation for participants, providing guidance services, completing~~

~~required documentation, and attending required meetings.~~

~~14.20.2 — Qualifications: High school diploma or equivalent, and one (1) year of experience working with children. Current First Aid and CPR certification. Proficiency in English is required and bilingual in Spanish or Vietnamese is preferred.~~

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